

Panaji, 16th June, 2016 (Jyaishta 26, 1938)

SERIES II No. 11

# OFFICIAL GAZETTE

## GOVERNMENT OF GOA



PUBLISHED BY AUTHORITY

*Note:- There is one Extraordinary issue to the Official Gazette, Series II No. 10 dated 09-06-2016 namely, Extraordinary dated 14-06-2016 from pages 129 to 130 regarding Notification from Department of Elections.*

### GOVERNMENT OF GOA

#### Department of Inland Waterways

Captain of Ports

#### Order

No. A-19026/Rep/2011(Part-I)/1886

On the recommendation of the Goa Public Service Commission as conveyed vide letter No. COM/II/12/3(2)/2016/70 dated 19-05-2016, Government is pleased to declare Shri Ram Asare M. Gupta for lifting of probation period in the post of Deputy Hydrographic Surveyor, Group 'A' Gazetted in the Captain of Ports Department with effect from the date of completion of his probation period i.e. 12-08-2015.

By order and in the name of the Governor of Goa.

*Capt. James Braganza*, ex officio Jt. Secretary (Captain of Ports).

Panaji, 6th June, 2016.

#### Notification

B 14022/WS/Special Permission/COP

In exercise of the powers conferred in terms of Circular No. SS/Misc(37)/2003 dated 28-09-2004 by Directorate General of Shipping, Ministry of Shipping and as assured in Budget Speech Proposal for year 2016-17, hereby published for information of persons in order to encourage and promote river tourism, during the months of monsoon i.e. until 31-08-2016. Captain of Ports hereby proposes to permit Water Sports activity, confined to inland waters only and during fair weather of the monsoon. Hence notice is hereby given that the said proposal will be taken into consideration by the Government

on the expiry of five days from the date of publication of this Notification in the Official Gazette.

It is therefore brought to the attention of the people concerned in the respective inland waterways who are invited to file their objections and suggestions regarding the proposal, may be forwarded to the Captain of Ports and Ex Officio Joint Secretary to the Government of Goa, Captain of Ports Department, Panaji before the expiry of five days from the date of publication of this Notification in Official Gazette.

In terms of the Circular No. SS/Misc(37)/2003 dated 28-09-2004 of Directorate General of Shipping, Ministry of Shipping, Mumbai hereby grant the permissions for the water sports activities for the operators who are applied for the water sports activity in inland waters of Goa from June, 2016 to 31st August, 2016, subject to special survey/inspection carried out by Captain of Ports Department with a additional fees of Rs. 15,000/- also NOC to be obtained from Directorate of Tourism subject to fair weather conditions in the monsoon.

The following terms and conditions for operating the water sports activity is mandatory:-

1. Insurance to be valid.
2. Operators licence to be valid.
3. Activities of water sports in monsoon should be in sheltered inland waters only.
4. Vessels with additional safety appliances.
5. Water sports operators seeking permission to carry out water sports should operate in their respective villages and from their own property to avoid any disputes and disrupt of harmony.
6. The water sports activities are permitted only between 0900 hrs. to 1800 hrs.
7. All water sports activities should be stopped immediately during any adverse weather condition and any weather intimation from the Captain of Ports Department or Indian Metrological Department.

8. Captain of Ports reserves the right to grant or deny the NOC's in case of congestion, local fishermen's problems, safety of navigation and may be revoked without assigning any reasons thereof.

By order and in the name of the Governor of Goa.

Capt. James Braganza, ex officio Joint Secretary (Captain of Ports).

Panaji, 15th June, 2016.

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Department of Labour

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Notification

No. 28/25/2005-LAB/336

The following award passed by the Industrial Tribunal-cum-Labour Court at Panaji-Goa on 03-03-2016 under reference No. IT/58/12 dated 03-03-2016 in respect of Shri Rohidas Gaude is hereby published as required by Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

Shashank Thakur, Under Secretary (Labour).

Porvorim, 17th May, 2016.

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IN THE INDUSTRIAL AND LABOUR COURT  
GOVERNMENT OF GOA  
AT PANAJI

(Before Mr. Vincent D'silva, Hon'ble  
Presiding Officer)

Ref. No. IT/58/12

Workmen

Rep. by the Presiding/General Secretary,  
CG-PPI Kundaime Employees union,  
C/O Shri Rohidas H. Gaude,  
Akarwada, Mardol-Goa. ... Workmen/Party I.

V/s

M/s CG-PPI Adhesive Products Ltd.,  
215, Kundaime Industrial Estate,  
Kundaime-Goa. .... Employer/Party II.

Workmen/Party I represented by Adv. Shri H. Shirodkar.  
Employer/Party II represented by Adv. Shri P. J. Kamat.

AWARD

(Passed on this 3rd day of March, 2016)

In exercise of the power conferred by clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) (for short the Act) the Government of Goa by order dated 25-10-2012 bearing number 28/25/2012-LAB/589 has referred the following dispute for adjudication to the Industrial Tribunal of Goa at Panaji-Goa, constituted under Section 7-A of the said Act.

"(1) Whether the action of the management of M/s CG-PPI Adhesive Products Limited, Kundaime Industrial Estate, Kundaime-Goa, in refusing to concede the following demands raised by the CG-PPI Kundaime Employees Union on behalf of their workmen vide their letter dated 31-03-2011 is legal and justified ?

CHARTER OF DEMANDS

(1) **Demand No. 1:** It is demanded that all the workmen should be fitted in revised pay scale as follows:-

Grade HI: 1500-100-2000-125-2675-150-3375-200-4375-300-5875.

Grade H2: 1800-120-2400-150-3150-200-4150-250-5400-350-7150.

Grade WO: 2000-150-2750-200-3750-275-5125-350-6875-400-8875.

Grade W1: 2200-200-3200-250-4450-300-5950-400-7950-450-10200.

Grade W2: 2400-250-3650-300-5150-350-6400-500-9400-500-12100.

Grade W3: 2650-300-4150-350-5900-400-7900-550-10650-600-13650.

Grade W4: 3000-350-4750-400-6750-450-9000-600-12000-700-15500.

(2) **Demand No. 2: Flat Rise.**

It is demanded that all the workmen shall be given flat rise in basic at the rate mentioned below:-

Grade:

H1—Rs.700/-

H2—Rs.750/-

H0—Rs.850/-

W1—Rs.900/-

W2—Rs.950/-

W3—Rs.1000/-

W4—Rs.1050/-

Fitment: After adding above flat rise to the existing basic of the workman, they should be fitted in the revised scale of pay in their respective grades.

**(3) Demand No. 3: Seniority Increments.**

It is demanded that all the workmen shall be given the seniority increments as mentioned below:-

Service upto 3 to 5 years	— Three Increments.
Service upto 6 to 7 years	— Four Increments.
Service 7 to 11 years	— Six Increments.
Service from 11 years and above	— Eight Increments.

**(4) Demand No. 4: Fixed Dearness Allowance.**

It is demanded that the present rate of Fixed Dearness Allowance should be revised and Rs. 1000/- per month per workman.

**(5) Demand No. 5: Variable Dearness Allowance.**

It is demanded that the present rate of of Variable Dearness Allowance very less, the same shall be paid at the revised rate of Rs. 5.00/- per point rise beyond 2350 (1960=100).

**(6) Demand No. 6: House Rent Allowance.**

It is demanded that House Rent Allowance shall be paid at the revised rate i.e a rise of Rs. 600/- shall be given in present House Rent Allowance.

**(7) Demand No. 7: Conveyance Allowance.**

It is demanded that Rs. 1000/- shall be paid as Conveyance Allowance a rise in present offer, to meet the increased cost of transport.

**(8) Demand No. 8: Canteen Subsidy.**

It is demanded that Canteen Subsidy shall be paid at the revised rate of Rs. 600/- per month per workman as a rise or canteen item shall be provided at subsidized rates.

**(9) Demand No. 9: Education Allowance.**

It is demanded that all the workmen shall be paid Education Allowance at the revised rate of Rs. 500/- per month per workman as a rise in present allowance.

**(10) Demand No. 10: Domiciliary Treatment Allowance.**

It is demanded that the Domiciliary Treatment Allowance shall be paid at the rate of Rs.400/- per month per workman.

**(11) Demand No. 11: Accident Leave and Medical Expenses.**

It is demanded that those workmen who meet with accident while on duty shall be given special sick leave till they are fit to resume duty and full medical expenses shall be reimbursed by the Management.

**(12) Demand No. 12: Leave Travel Allowance.**

It is demanded that rise of Rs. 7,000/- shall be given in present Leave Travel Allowance of each workman.

**(13) Demand No. 13: Leave Facilities.**

(A) It is demanded that leave facilities shall be provided as follows:

- i) Private Leave – 30 days per year.
- ii) Sick Leave –10 days per year.
- iii) Casual Leave – 15 days per year.

(B) Holidays – It is further demanded that 10 days public holidays and 3 days restricted holidays per year.

**(14) Demand No. 14: Chemical Allowance.**

It is demanded that all the workmen should be paid chemical allowance at the rate of Rs.125/- per month, to each workmen.

**(15) Demand No. 15: Washing Allowance.**

The Union demands that all the workmen shall be given washing allowance at the rate of Rs. 100/- as a rise in their present allowance.

**(16) Demand No. 16: Loans**

It is demanded that those workmen who have completed more than five years in service should be given loan facility of Rs. 2,00,000/- to purchase household things which shall be recoverable from the workman 2% interest.

**(17) Demand No. 17: Shift Allowance.**

It is demanded that the all workmen should be paid a shift allowance as follows:-

- 2nd shift – Rs. 60/- per day.
- 3rd shift – Rs. 75/- per day.

**(18) Demand No. 18: Medical Allowance.**

It is demanded that the rise in present medical benefit shall be given to all workmen as below.

GRADE:

- H1 & H2 — Rs. 500/-
- W0 & W1 — Rs.600/-
- W2, W3 & W4 — Rs. 700/-

**(19) Demand No. 19:**

It is demanded reserves the right to amend, add, delete any clauses of the Charter of Demands during the negotiation.

(20) **Demand No. 20:** It is demand that all the workman who have completed 4 years in present grade as on 31-03-2011 should be given next higher promotion/higher grade.

(2) If the answer to issue No. (1) above is in the negative, then, to what relief the workmen are entitled to?"

2. Upon receipt of the dispute, Reference No. IT/58/2012 was registered. Notices were issued to both the parties under registered post, upon

which both the parties were served. Party I filed the claim statement at Exb. 5. Party II filed Written Statement at Exb. 6. Rejoinder was filed by Party I at Exb. 8.

3. In short, the case of the Party I is that the “CGPPI Kundaim Employees Union” is a registered Trade Union under the Indian Trade Unions Act, 1926 and is recognized union in the factory. The Union is representing all the workmen employed by the Party II at Kundaim Factory. It is the further case of the Party I that the workmen submitted the Charter of Demands vide their letter dated 31-03-2011 and after submissions of the Charter of Demands, the management played the delaying tactics and hence the Union raised the dispute before the Conciliation Officer which ended in failure. The Charter of Demands are specified in the statement of claim. The Party I claimed that the benefits of the settlement should be made effective from 25-10-2012 after expiry of earlier settlement and therefore prayed to declare the demands submitted by the Union as just and proper and grant the said demands in toto from the date of expiry of the previous settlement and to make suitable order.

4. In the written statement, Party II raised objections on the maintainability of the reference by stating that the earlier settlement dated 04-12-1999 was not terminated by the Union as required under Section 19(2) of the Industrial Disputes Act, 1947 before making the Charter of Demands dated 31-03-2011. The Charter of Demands which has been referred for adjudication by the Government of Goa are wholly unrealistic, unjustified and unreasonable. The Party I and the workmen however commenced agitations and started indulging in serious acts of misconducts and acts of indiscipline since Party II did not agree for revision of wages and other benefits demanded under Charter of Demands of the workmen and as the workmen did not agree for change in production system nor increased the production. The Management of the company was also willing to amicably settle the Charter of Demands. However it was on account of adamant and high handed attitude of the workmen, the company had to suffer hardship in the competitive market. The wages drawn by the employees are amongst the best in the area and therefore there is no question of revision for wages demanded by the Union. Amongst other grounds, Party II denied that Party I are entitled to the benefits from 31-03-2011 i.e. after the expiry of the earlier settlement as alleged and that the demands cannot be granted from retrospective effect. The reference therefore be dismissed and the demands raised by the Company be given effect.

5. In the rejoinder, Party I claimed that the Charter of Demands referred for adjudication are just proper and reasonable and the revision of wages is asked only to meet the high increase in the cost of living specially in Goa being a tourist State. It is also claimed that during the wage negotiations whatever commitment made on behalf of the workers were honoured. It is further stated that for any technological change ought to be done by the management, the workers have no role to play. However it is clarified that within the reach of the workers they have put maximum efforts to increase the production and productivity, and that the production was increased during the said period. This act of the employer to force the workers to sign five years settlement from the date of signing without arrears in nothing but the indulgences of unfair labour practices and exploitation of the workers. The period of the settlement is always depending on the amount of rise and increase in variable dearness allowance given to the workers. Party II was bent upon to sign five years settlement from the date of signing without the payment of arrears and discontinuance of existing variable dearness allowance.

6. During the pendency of the proceedings, Party I represented by Adv. Shri. Hrudaynath Shirodkar and Party II represented by Adv. Shri. P. J. Kamat filed an application at Exb. 13 stating that the matter is settled amicably in terms of the settlement at Exb. 14 and prayed a consent award be made. The terms of the settlement are reproduced herein.

## TERMS OF SETTLEMENT

### Chapter 1

#### Objective, Period, Coverage & Eligibility, Quantum of Benefits etc. of this Settlement

##### 1.1 Objective of the Settlement:

- 1.1.1 The union/workmen agree to make sincere efforts to achieve company's Vision and Mission.
- 1.1.2 The union/workmen agree to maintain and improve cordial relationship with the Management through consistent co-operation.
- 1.1.3 The union/workmen agree to achieve maximum work performance, line efficiency, production output as per approved Cycle Time/Productivity norms/Work targets, as well as productivity improvement, quality improvement, smooth and un-interrupted working in the plant and effective utilization of work time.



1.1.4 The union/workmen agree to maintain and improve high sense of discipline wherein workmen would strictly abide by Company Rules, Regulations and Standing Orders.

1.1.5 The union/workmen agree that there shall be no strikes, slowdowns or other work stoppages during the term of this agreement.

## **1.2 Coverage and Eligibility:**

1.2.1 This settlement shall be applicable and binding on all the permanent workmen of the company who were on the rolls of the company as on 1st April, 2014 and continue to be on the rolls as on the date of signing of this settlement. They will be eligible for the arrears of wage revision under this settlement. They will be deemed to be eligible for proportionate lumpsum payment benefit calculated for the relevant period of their service on the permanent rolls of the company during the period 01-04-2002 to 31-03-2014.

Those workmen who have joined the establishment after 01-04-2014 and have been made permanent thereafter are also eligible for the arrears of wage revision under this settlement but they shall not be entitled to the benefit of lumpsum payment.

1.2.2 This settlement shall also be applicable to those permanent workmen of the company who left the services of the company between 1st April, 2014 and date of signing of this settlement (i.e. 18th February, 2016) for any reason whatsoever including Resignation/Retirement/Death/Termination etc. They will be deemed to be eligible for the arrears of wage revision under this settlement calculated as from 01-04-2014 to the date up to which they were in the services of the company. They will be deemed to be eligible for proportionate lumpsum payment benefit calculated for the relevant period of their service for which they were on the permanent rolls of the company during the period 01-04-2002 to 31-03-2014.

1.2.3 Furthermore this settlement shall be also applicable and binding on all the permanent workmen who were on the rolls of the company from 1st April, 2002 up to 31st March, 2014 and have ceased to be in employment of the Company for any reason whatsoever including Resignation

Retirement/Death/Termination etc. save and except for the limited purpose of receipt of arrears of lumpsum payment for the relevant period of their service on the permanent rolls of the company during the period 01-04-2002 to 31-03-2014. The workmen covered under this category will not be entitled for any other benefits either monetary or otherwise which may be extended to the workmen covered under clause 1.2.1 and 1.2.2 above.

1.2.4 This settlement shall also be applicable to those workmen who will be employed by the company in the permanent employment after the date of signing of this settlement.

1.2.5 All those permanent workmen who have ceased to be on the rolls of the company on or before 31-03-2002 for any reason whatsoever are not entitled to any benefit either monetary or otherwise under this settlement.

## **1.3 Period of Settlement:**

1.3.1 It is agreed between the parties that this settlement shall come into effect from 1st April, 2014 and shall remain in force for period of 5 years up to 31st March, 2019. Thereafter the settlement shall continue to remain in force until replaced by another settlement in accordance with the provisions of the Industrial Disputes Act, 1947.

1.3.2 Any change of the Union or its status of recognition during the period of this settlement shall not affect the terms of this settlement.

1.3.3 In the event of any of the provisions of this settlement becoming legally invalid or unenforceable or suspended or superseded by any Statute, Award or by any Agreement between the parties, such invalidity, unenforceability, suspension or supersession shall not affect the remain provisions of this Settlement.

## **1.4 Quantum of Wage Revision:**

1.4.1 The Union/Workmen have understood and agreed that the quantum of wage revision under this settlement shall be as follows. Both the parties have also signed a minutes to this effect dated 28-01-2016 before the Assistant Labour Commissioner & Conciliation Officer, Ponda, Government of Goa.

Year	Period	Wage Revision per workman per month (in Rs.)	Cumulative Amount of Wage Revision (in Rs.)
Year-1	01-04-2014 to 31-03-2015	3,000/-	3,000/-
Year-2	01-04-2015 to 31-03-2016	1,000/-	4,000/-
Year-3	01-04-2016 to 31-03-2017	1,000/-	5,000/-
Year-4	01-04-2017 to 31-03-2018	1,500/-	6,500/-
Year-5	01-04-2018 to 31-03-2019	1,500/-	8,000/-

1.4.2 The parties have agreed that the above quantum of wage revision is on a "Cost to Company (CTC) pay" basis (as per the definition of CTC pay mentioned under clause 2.1 of Chapter 2). The union/workmen also agree with the distribution of the above wage revision made in the CTC pay structure as per details in Clause 1.5.

1.4.3 The wages for the month of February-2016 payable on/before 7th March, 2016 and thereafter will be including the amounts of the wage revision as above.

1.4.4 The payment of arrears on account of this wage revision for the period from 01-04-2014 to 31-01-2016 shall be paid on before 07-04-2016 along with the wages of March-2016.

### 1.5 Distribution of Wage Revision – Increment Portion:

The distribution of wage revision – increment portion as mentioned in Clause 1.4.1 above has been done as follows for all the grades:

No.	Component	Year-1 (Rs/pm)	Year-2 (Rs/pm)	Year-3 (Rs/pm)	Year-4 (Rs/pm)	Year-5 (Rs/pm)
1	2	3	4	5	6	7
1	Basic Wages - Flat Rise	395	300	300	300	300
2	Basic wages - Fitment benefit (varies from person to person, the given figure is average for all workmen as on 1 <sup>st</sup> April, 2014)	23	-	-	-	-
3	FDA-Flat rise	700	-	-	-	-
4	FDA-Round off	4	-	-	-	-
5	PF (on 1 to 4) @ 13.36%	150	40	40	40	40
6	Gratuity (on 1 to 4) @ 4.81%	54	15	15	15	15
7	HRA	505	100	100	200	200
8	Conveyance	375	95	75	190	190
9	Medical	250	90	40	190	190

1	2	3	4	5	6	7
10	Education	190	90	40	190	190
11	Washing	125	90	32	185	185
12	Food	125	90	0	0	0
13	Chemical	105	90	0	0	0
14	City (See N1)	-	-	125	125	125
15	LTA (monthly value)	-	-	200	-	-
16	ESIS@ 4.75% (See N2)	-	-	34	66	66
Total		3000	1000	1000	1500	1500

The "Year" (Year-1, Year-2 etc.) refers to the period of 12 calendar months. The "Year-1" will be period of 12 calendar months starting from the effective/commencement date of the settlement i.e. 1st April, 2014.

Notes :

N1 = City Allowance being a new allowance, it is started prospectively from Year-3. N2 = The ESIS contribution on enhanced wages from a retrospective date is payable from the month in which such increase is announced. There is no need to pay the contribution on the arrears for the period prior to the month of agreement. Hence in Year-1 and Year-2 the ESIS contribution is not considered in the distribution. It has been considered from Year-3, as Year-1 and Year-2 (upto Jan-16) have elapsed prior to the settlement.

### 1.6 50% Recovery of "Adhoc Advance" payment:

1.6.1 This issue was discussed between the parties in 18-02-2016 Conciliation meeting. The Union requested the Management to only recover 50% of this amount, however it was agreed by the Union in the minutes dtd. 04-02-2015 that the entire amount of this adhoc advance paid will be deducted from the arrears of this settlement. However in the 18-02-2016 meeting it was agreed by the Management that out of the total amount of "Adhoc Advance" paid by the Company at the rate of Rs.1000/- per month to all the permanent workmen with effect from 1st February, 2015 to date (which cumulatively amounts to Rs.12,000 per person) only 50% amount (i.e. Rs. 6000) will be recovered (from arrears of wage revision that will be paid in April-2016) and balance 50% recovery is waived off. Further this Adhoc Advance payment will be discontinued from 1st February, 2016.

### 1.7 Quantum of lumpsum payment and terms & conditions thereto:

1.7.1 The Union/Workmen have understood and agreed that the quantum of lumpsum

payment is Rs. 80,000/- (Eighty Thousand) in respect of each eligible workman as defined in the Clause 1.2 (1.2.1, 1.2.2 and 1.2.3) of Chapter 1 – Coverage and Eligibility and it shall be in accordance with the terms and conditions mentioned in clause 1.7.2 below. Both the parties have also signed a minutes to this effect dated 28-01-2016 before the Assistant Labour Commissioner & Conciliation Officer, Ponda, Government of Goa.

#### 1.7.2 Terms and Conditions:

1.7.2.1 The Company agrees to pay a lumpsum amount of Rs. 80,000/- (Eighty Thousand) as arrears towards full and final settlement of all the demands raised by the Union in its Charter of Demands dated 21-03-2002, 22-02-2005, 31-03-2008 and 29-03-2011 and which are subject matter of dispute before the Industrial Tribunal in various references being Ref. No. IT-23/05, Ref. No. IT-11/08, Ref. No. IT-49/12 and Ref. No. IT-58/12 respectively.

1.7.2.2 This lumpsum payment is paid by the Company as under:

(i) Charter of Demands dtd. 21-03-2002...	Rs.20,000/-
(ii) Charter of Demands dtd. 22-02-2005...	Rs.20,000/-
(iii) Charter of Demands dtd. 31-03-2008...	Rs.20,000/-
(iv) Charter of Demands dtd. 29-03-2011...	Rs.20,000/-
Total.....	Rs.80,000/-

1.7.2.3 The workmen who were the “concerned workmen” in the pending references and who are on the rolls of the company on the date of signing of the settlement and also those who have ceased to be in the employment of the company for any reason whatsoever including Resignation/Retirement/Death/Termination etc. would be entitled to proportionate benefit of the lumpsum payment arrears.

1.7.2.4 It is agreed between the parties that the lumpsum payment shall be disbursed in three installments as follows:

- 1st installment of Rs. 30,000/- will be paid on 30-04-2016.
- 2nd installment of Rs. 25,000/- will be paid on 31-07-2016.
- 3rd installment (Final installment) of Rs. 25,000/- will be paid on 31-10-2016.

1.7.2.5 The Union and the workmen hereby agree that the aforesaid lumpsum payments is in full and final settlement of all the demands

raised by them from April-2002 to March-2014 through their above mentioned Charters of Demands and that the Union and the workmen shall not make any fresh demands either monetary or otherwise on the company for the said period and for all purposes all the demands made by the Union through these charters or even otherwise for the said period shall be deemed to have been settled fully, finally and irrevocably.

1.7.2.6 The Union and the workmen represent and agree that the terms and conditions mentioned herein have the consent of all the concerned workmen either currently in the employment of the company or have ceased to be in the employment of the company. The Union and the workmen further agree to indemnify and keep the company indemnified in respect of any and/or all the demands, claims made by any of the concerned workmen for the period from 2002 to 2014.

1.7.2.7 The parties further agree to file joint applications along with a copy of this Settlement before the Industrial Tribunal in the aforesaid 4 pending references (i.e. Ref. No. IT-23/05, Ref. No. IT-11/08, Ref. No. IT-49/12 and Ref. No. IT-58/12) related to the aforesaid Charters of Demands bringing to the notice of the Hon'ble Tribunal the signing of the present settlement which covers the dispute in the aforesaid pending references with an appeal to dispose of these pending references by passing Award/Awards in terms of the present settlement. The joint applications shall be filed at the earliest from the date of signing of this settlement and in any case on or before the next date of court proceedings in the matter. Notwithstanding the above, the parties agree that the subject matter of dispute in the aforesaid pending references have been settled fully, finally and irrevocably.

1.7.2.8 The parties have understood and agreed that this lumpsum payment (as mentioned in Clause 1.7.2.1) which is in full and final settlement of all the demands raised by Union in the 4 CODS pending before the Industrial Tribunal is in addition to the lumpsum payment of Rs. 450/- per workman per month granted by the Conciliation Officer as Interim Relief w.e.f. 1st June, 2003

during the conciliation proceedings in respect of the charter of demands dated 21-03-2002 and which the company has been paying since then till date. Therefore, it is also understood and agreed between the parties that the aforesaid lumpsum payment (of Rs. 450) which the company has paid every month from June-2003 till date will not be recovered, however the monthly payment will be discontinued with effect from 1st February, 2016.

## Chapter 2

### Definitions

2.1 "Cost to Company (CTC) Pay" is the sum of all the emoluments paid by the company under the following heads

- Basic
- Fixed Dearness Allowance
- Variable Dearness Allowance (HCLA)
- House Rent Allowance
- Conveyance Allowance
- Medical Allowance
- Educational Allowance
- Washing Allowance
- Food Allowance
- Chemical Allowance
- Leave Travel Allowance
- ESIS – Employers Contribution
- Provident Fund – Employers Contribution (including EPF, EPS, EDLI and Administrative charges)
- Labour Welfare Fund – Employers Contribution

Under this settlement the following elements will be discontinued from the CTC pay structure:

- Variable Dearness Allowance (HCLA) – This allowance will be discontinued/abolished w.e.f. 1st April, 2014.

All other elements will be applicable during the operative period of this settlement.

Under this settlement the following elements will be introduced in the CTC pay structure.

- City Allowance – This allowance will be introduced w.e.f. 1st April, 2016.

2.2 "Pre-revised CTC Pay" means the CTC pay as on 1st April, 2014 i.e. the sum of all the emoluments (as mentioned in Clause 2.1) drawn by the workmen at the rate as on 1st April, 2014.

## Chapter 3

### Grades, Basic Wage Scale, Increment, Fitment

#### 3.1 Basic Wage Scales:

3.1.1 It is agreed and accepted by both the parties that the practice of 7 Grade Monthly Basic Wages scale shall be continued and followed during the term of this settlement.

3.1.2 The Revised scales of Basic Wages with effect from 01-04-2014 shall be as follows:

Grade	Pre-revised scales of Basic Wages	Revised scales of Basic Wages w.e.f. 01-04-2014
H1	275 — 10/5 — 325 — 15/5 — 400 — 20/5 — 500	500 — 40/5 — 700 — 45/5 — 925 — 50/5 — 1175 — 55/5 — 1450 — 60/5 — 1750
H2	300 — 15/5 — 375 — 20/5 — 475 — 25/5 — 600	600 — 45/5 — 825 — 50/5 — 1075 — 55/5 — 1350 — 60/5 — 1650 — 65/5 — 1975
W0	325 — 20/5 — 425 — 25/5 — 550 — 30/5 — 700	700 — 50/5 — 950 — 55/5 — 1225 — 60/5 — 1525 — 65/5 — 1850 — 70/5 — 2200
W1	355 — 30/5 — 505 — 40/5 — 705 — 50/5 — 955	955 — 90/5 — 1405 — 100/5 — 1905 — 110/5 — 2455 — 120/5 — 3055 — 130/5 — 3705
W2	450 — 35/5 — 625 — 45/5 — 850 — 55/5 — 1125	1125 — 95/5 — 1600 — 105/5 — 2125 — 115/5 — 2700 — 125/5 — 3325 — 135/5 — 4000
W3	500 — 40/5 — 700 — 50/5 — 950 — 60/5 — 1250	1250 — 100/5 — 1750 — 110/5 — 2300 — 120/5 — 2900 — 130/5 — 3550 — 140/5 — 4250
W4	600 — 45/5 — 825 — 55/5 — 1100 — 65/5 — 1425	1425 — 105/5 — 1950 — 115/5 — 2525 — 125/5 — 3150 — 135/5 — 3825 — 145/5 — 4550

#### 3.2 Fitment in the Revised Scales:

3.2.1 The fitment mechanism for arriving at the Revised Basic Wages in the revised scales as on 01-04-2014 shall be as under:

- (i) Flat Rise : The basic wage drawn as on 01-04-2014 shall be improved by adding a flat rise of Rs. 395/-.



- (ii) If the aggregate amount arrived at in step (i) is exactly the step in the revised wage scale the revised basic wages shall be fitted at that step with effect from 01-04-2014. But if the aggregate amount arrived at in step (i) is in between two steps of the revised wage scale, then it will be stepped up to the nearest higher step of the revised wage scale applicable.

The Basic wage arrived through the above steps will be the Revised Basic wage w.e.f. 1st April, 2014 upto 31st March, 2015.

3.2.2 The Basic Wage from 01-04-2015 will be arrived at as follows :

- (i) Flat Rise: The Basic wage drawn as on 31-03-2015 shall be improved by adding a flat rise of Rs. 300/-
- (ii) If the aggregate amount arrived at in step (i) is exactly the step in the revised wage scale the revised basic wages shall be fitted at that step with effect from 01-04-2015. But if the aggregate amount arrived at in step (i) is in between two steps of the revised wage scale, then it will be stepped up to the nearest higher step of the revised wage scale applicable.

The Basic wage arrived through the above steps will be the Revised Basic wage w.e.f. 1st April, 2015 upto 31st March, 2016.

3.2.3 The Basic Wage from 01-04-2016 will be arrived at as follows :

- (i) Flat Rise: The Basic wage drawn as on 31-03-2016 shall be improved by adding a flat rise of Rs. 300/-
- (ii) If the aggregate amount arrived at in step (i) is exactly the step in the revised wage scale the revised basic wages shall be fitted at that step with effect from 01-04-2016. But if the aggregate amount arrived at in step (i) is in between two steps of the revised wage scale, then it will be stepped up to the nearest higher step of the revised wage scale applicable.

The Basic wage arrived through the above steps will be the Revised Basic wage w.e.f. 1st April, 2016 upto 31st March, 2017.

3.2.4 The Basic Wage from 01-04-2017 will be arrived at as follows :

- (i) Flat Rise: The Basic wage drawn as on 31-03-2017 shall be improved by adding a flat rise of Rs. 300/-
- (ii) If the aggregate amount arrived at in step (i) is exactly the step in the revised wage scale the revised basic wages shall be fitted at that step with effect from 01-04-2017. But if the aggregate amount arrived at in step (i) is in between two steps of the revised wage scale, then it will be stepped up to the nearest higher step of the revised wage scale applicable.

The Basic wage arrived through the above steps will be the Revised Basic wage w.e.f. 1st April, 2017 upto 31st March, 2018.

3.2.5 The Basic Wage from 01-04-2018 will be arrived at as follows:

- (iii) Flat Rise: The Basic wage drawn as on 31-03-2018 shall be improved by adding a flat rise of Rs. 300/-
- (iv) If the aggregate amount arrived at in step (i) is exactly the step in the revised wage scale the revised basic wages shall be fitted at that step with effect from 01-04-2018. But if the aggregate amount arrived at in step (i) is in between two steps of the revised wage scale, then it will be stepped up to the nearest higher step of the revised wage scale applicable.

The Basic wage arrived through the above steps will be the Revised Basic wage w.e.f. 1st April, 2018 upto 31st March, 2019.

### 3.3 Rate and Date of Annual Increment in Basic Wages:

- 3.3.1 It is agreed between the parties that all permanent workmen will be eligible for one annual increment in Basic Wages as per the revised scales during the term of this settlement.
- 3.3.2 The anniversary date of drawal of annual increment for all workmen shall be uniform and shall be drawn on 1st April of every year irrespective of their date of promotion/ /date of joining.

3.3.3 All permanent workmen will earn an increment every year and no workman shall stagnate.

3.3.4 Date of next increment: The next increment in Basic wage of all those permanent workmen whose Basic wage has been fixed as above under this settlement will be 1st April, 2016.

#### 3.4 Clarifications:

3.4.1 The parties agree that the Company shall not recover/adjust the annual increments granted from 1st April, 2014 to the date of signing of settlement that has been already paid to the workmen as part of their wages and/or as retiral benefit amount contributed by the Company and that the Basic wages paid for the said period shall be treated as full and final settlement of Basic wages payable under the earlier applicable settlement.

3.4.2 It is further clarified that any unpaid dues of whatsoever nature (except the dues of unpaid Overtime and Statutory Bonus) calculated as a basis of Basic Wages for the period from 01-04-2014 shall be calculated on the basis of Revised Basic Wage as per this Settlement. The dues of unpaid Bonus (any revised statutory Bonus for the financial year 14-15 and statutory bonus for the financial year 15-16) shall be calculated with reference to the earlier actual Basic received by the workmen during the said period. That any overtime paid to the employees for the overtime work performed up to the date of signing of this settlement shall not be recalculated on account of this settlement.

#### 3.5 Fixation of Basic Wage on Promotion:

3.5.1 In the case of promotion from lower grade to higher grade the workman will be given one increment as per his existing grade (as per the increment rates mentioned in the table in clause 3.1.2) and then he will be fitted in the next higher grade basic wage scale.

#### 3.6 Recruitment of New Workmen (Junior Trainees):

3.6.1 It is agreed and accepted by the parties that any newly recruited workmen, employed on the permanent rolls of the Company, after the date of signing of this Settlement, shall join in the Junior Trainee

(JT) grade only and shall be entitled to the following wage structure for the initial service period of three years:

Component	Rs. per month
Basic	330
Fixed Dearness Allowance	6432
House Rent Allowance	200
Conveyance Allowance	150
Medical Allowance	100
Education Allowance	75
Washing Allowance	50
Food Allowance	50
City Allowance – Year 1	175
City Allowance – Year 2 (Rs.350/- per month)	
City Allowance – Year 3 (Rs.525/- per month)	
Total	7562

3.6.2 Annual Increment in Basic Wage will be Rs.25/- per month. The above wage structure will be applicable for a period of three years from the date of joining, after which the workman will be placed in Grade H1, at a fitment to match the starting basic wage applicable to Grade H1 (as mentioned in the table in point 3.1.2), with applicable allowances. The placement of a JT in Grade H1 will be subject to his successfully completing the selection and assessment process/criteria as may be adopted by the company from time to time, including but not limited to interview, written test, aptitude test, technical test etc. The decision of the Management in this regard will be final and binding. Such of the Junior Trainee/s, who fail to clear the selection/assessment process may not be continued in the employment any further and/or suitable decision about his/their continuance etc. may be taken by the management.

3.6.3 During the period of three years, it will be ensured that the total wages drawn at any time by the JTs will not fall below the total statutory minimum wages applicable to the Industry/Zone and the category/class applicable to them at any time. In case of shortfall, the amount equivalent to the shortfall will be added to the Fixed Dearness Allowance to protect the minimum wage level.

3.6.4 During the period of three years, in addition to the above mentioned terms and conditions, the JTs will also be strictly

governed by all the other terms and conditions as set out in their appointment letter.

- 3.6.5 It is agreed and accepted by both the parties that this settlement does not directly or indirectly alter/affect/supersede any terms and condition of employment of the existing JTs who are on the rolls of the Company on the date of signing of this Settlement and who have not yet completed their initial service period of three years and such JTs would continue to be governed by the terms and conditions of their appointment including but not limited to those as set out in their appointment letter.

The placement of these JTs in Grade H1 upon completion of their initial 3 years will be subject to their successfully completing the selection and assessment process/criteria as may be adopted by the company from time to time, including but not limited to interview, written test, aptitude test, technical etc. The decision of the Management in this regard will be final and binding. Such of the JTs, who fail to clear the selection/assessment process may not be continued in the employment any further and/or suitable decision about his/her continuance etc. may be taken by the management.

### 3.7 New Workmen – Direct recruitment in some Grades:

- 3.7.1 Notwithstanding the conditions mentioned in clause 3.6 above, the management also reserves the right to recruit workmen in the grades H1, H2, and W0 directly based on the requirements of the business and the skills, qualifications of the workmen and that the union/workmen agrees not to raise any kind of objection or dispute to such recruitment.

- 3.7.2 New Machines – Notwithstanding the conditions mentioned in clause 3.6 above, the Management's decision to recruit specially trained and experienced workmen directly in the grades H1, H2 and W0 may also arise in order to man the new sophisticated machines and union/workmen shall not raise any objection to such recruitment. For this purpose, Management may also consider suitability of company's existing operators.

## Chapter 4

### Recurring Allowances

#### 4.1 Dearness Allowance:

- 4.1.1 It is agreed between the parties to freeze the Variable Dearness Allowance (VDA, which is named as HCLA) payable to the workmen during the operation of the present settlement. Accordingly the VDA which was hitherto being paid on the basis of All India Consumer Price Index (1960=100) notified by the Government of India and neutralized at the rate of 1.70 per point rise/fall as applicable as on 1st April, 2014 shall be frozen and shall be converted as Fixed Dearness Allowance (FDA) with effect from 1st April, 2014, and shall be merged with the existing FDA amount if any.
- 4.1.2 The Dearness Allowance arrived at as per Clause 4.1.1 above in the case of each workman will be further improved by adding a flat rise of Rs.700/- (Seven Hundred).
- 4.1.3 The aggregate amount arrived at as per Clause 4.1.2 above would be rounded off to the next multiple of Rupees Ten (Rs.10) only and shall be the revised Fixed Dearness Allowance with effect from 1st April, 2014.
- 4.1.4 The revised Fixed Dearness Allowance arrived by following the above steps is as follows:

Grade	Revised FDA w.e.f. 1st April, 2014 (in Rs. per month)
H1	7,550/-
H2	7,620/-
W0	7,820/-
W1	8,750/-
W2	8,750/-
W3	8,750/-
W4	8,750/-

- 4.1.5 The parties agree that the Company shall not recover/adjust the amount of revisions made in VDA from 1st April, 2014 to the date of signing of settlement that has been already paid to the workmen as part of their wages and/or as retiral benefit amount contributed by the Company and that the VDA paid for the said period shall be treated as full and final settlement of VDA payable under the earlier applicable settlement.

4.1.6 It is further clarified that any unpaid dues of whatsoever nature (except the dues of unpaid Overtime and Statutory Bonus) calculated as a basis of FDA and VDA for the period from 01-04-2014 shall be calculated on the basis of Revised FDA as per this Settlement. The dues of unpaid Bonus (any revised statutory Bonus for the financial year 14-15 and statutory bonus for the financial year 15-16) shall be calculated with reference to the earlier actual FDA and VDA received by the workmen during the said period. That any overtime paid to the employees for the overtime work performed up to the date of signing of this settlement shall not be recalculated on account of this settlement.

#### 4.2 House Rent Allowance:

That House Rent Allowance is revised at the following rates :

Pre-revised HRA (Rs./pm)	Revised Grade	House Rent Allowance (in Rs. per month)	Year-1	Year-2	Year-3	Year-4	Year-5
200	H1	705	805	905	1105	1305	
220	H2	725	825	925	1125	1325	
240	W0	745	845	945	1145	1345	
485	W1	990	1090	1190	1390	1590	
485	W2	990	1090	1190	1390	1590	
510	W3	1015	1115	1215	1415	1615	
510	W4	1015	1115	1215	1415	1615	

The "Year" (Year-1, Year-2 etc.) refers to the period of 12 calendar months. The "Year-1" will be period of 12 calendar months starting from the effective/commencement date of the settlement i.e. 1st April, 2014.

#### 4.3 Conveyance Allowance:

That Conveyance Allowance is revised at the following rates :

Pre-revised Conveyance All. (Rs./pm)	Revised Grade	Conveyance Allowance (in Rs. per month)	Year-1	Year-2	Year-3	Year-4	Year-5
150	H1	525	620	695	885	1075	
180	H2	555	650	725	915	1105	
230	W0	605	700	775	965	1155	
350	W1	725	820	895	1085	1275	
370	W2	745	840	915	1105	1295	
390	W3	765	860	935	1125	1315	
410	W4	785	880	955	1145	1335	

The "Year" (Year-1, Year-2 etc.) refers to the period of 12 calendar months. The "Year-1" will

be period of 12 calendar months starting from the effective/commencement date of the settlement i.e. 1st April, 2014.

#### 4.4 Medical Allowance:

That Medical Allowance is revised at the following rates :

##### 4.4.1

Pre-revised Medical All. (Rs./pm)	Revised Medical Allowance (in Rs. per month)	Year-1	Year-2	Year-3	Year-4	Year-5
100	H1	350	440	480	670	860
125	H2	375	465	505	695	885
150	W0	400	490	530	720	910
205	W1	455	545	585	775	965
230	W2	480	570	610	800	990
255	W3	505	595	635	825	1015
280	W4	530	620	660	850	1040

The "Year" (Year-1, Year-2 etc.) refers to the period of 12 calendar months. The "Year-1" will be period of 12 calendar months starting from the effective/commencement date of the settlement i.e. 1st April, 2014.

4.4.2 Those workmen who will go outside the coverage wage limit of ESIS after the date of signing of settlement due to this wage revision, shall be paid an additional amount of Rs.712.50 as Medical Allowance in addition to the Medical Allowance amount as shown above. However it is clarified that as per the ESIS rules an employee who crosses the prescribed ceiling limit in any month at any time after commencement of the contribution period (April-Sep and Oct-Mar) as per ESIS, he/she would continue to be an employee covered under ESIS till the end of that contribution period, and therefore the said amount will be paid only from the month of commencement of subsequent contribution period.

Though there is a ceiling limit of wages for coverage of an employee, there is no ceiling limit in the definition of wages for payment of contribution. Hence, ESIS contribution is payable on the total wages without any ceiling limit during such aforesaid period.

4.4.3 In case of the revision in ESIS coverage wage limit, the workmen coming back under purview of ESIS, will not be entitled for the Medical Allowance of Rs.712.50 and the same will be withdrawn from the date they come under the purview of ESIS.



**4.5 Education Allowance:**

That Education Allowance is revised at the following rates :

Pre-revised Revised Education Allowance (in Rs. per month)						
Education All.(Rs./pm)	Grade	Year-1	Year-2	Year-3	Year-4	Year-5
75	H1	265	355	395	585	775
85	H2	275	365	405	595	785
100	W0	290	380	420	610	800
200	W1	390	480	520	710	900
215	W2	405	495	535	725	915
225	W3	415	505	545	735	925
235	W4	425	515	555	745	935

The "Year" (Year-1, Year-2 etc.) refers to the period of 12 calendar months. The "Year-1" will be period of 12 calendar months starting from the effective/commencement date of the settlement i.e. 1st April, 2014.

**4.6 Washing Allowance:**

That Washing Allowance is revised at the following rates:

Pre-revised Revised Washing Allowance (in Rs. per month)						
Washing All.(Rs./pm)	Grade	Year-1	Year-2	Year-3	Year-4	Year-5
50	H1	175	265	297	482	667
50	H2	175	265	297	482	667
50	W0	175	265	297	482	667
105	W1	230	320	352	537	722
105	W2	230	320	352	537	722
105	W3	230	320	352	537	722
105	W4	230	320	352	537	722

The "Year" (Year-1, Year-2 etc.) refers to the period of 12 calendar months. The "Year-1" will be period of 12 calendar months starting from the effective/commencement date of the settlement i.e. 1st April, 2014.

**4.7 Food Allowance:**

That Food Allowance is revised at the following rates:

Pre-revised Revised Food Allowance (in Rs. per month)						
Food All.(Rs./pm)	Grade	Year-1	Year-2	Year-3	Year-4	Year-5
50	H1	175	265	265	265	265
50	H2	175	265	265	265	265
50	W0	175	265	265	265	265
150	W1	275	365	365	365	365
150	W2	275	365	365	365	365
150	W3	275	365	365	365	365
150	W4	275	365	365	365	365

The "Year" (Year-1, Year-2 etc.) refers to the period of 12 calendar months. The "Year-1" will be period of 12 calendar months starting from the effective/commencement date of the settlement i.e. 1st April, 2014.

**4.8 Chemical Allowance:**

That Chemical Allowance is revised at the following rates:

Pre-revised Revised Chemical Allowance (in Rs. per month)						
Chemical All.(Rs./pm)	Grade	Year-1	Year-2	Year-3	Year-4	Year-5
40	H1	145	235	235	235	235
40	H2	145	235	235	235	235
40	W0	145	235	235	235	235
40	W1	145	235	235	235	235
40	W2	145	235	235	235	235
40	W3	145	235	235	235	235
40	W4	145	235	235	235	235

The "Year" (Year-1, Year-2 etc.) refers to the period of 12 calendar months. The "Year-1" will be period of 12 calendar months starting from the effective/commencement date of the settlement i.e. 1st April, 2014.

**4.9 City Allowance:**

That City Allowance is being introduced from the third year of this settlement (i.e. w.e.f. 01-04-2016) and it will be paid at the following rates:

Pre-revised Revised City Allowance (in Rs. per month)						
City All.(Rs./pm)	Grade	Year-1	Year-2	Year-3	Year-4	Year-5
NA	H1	NA	NA	125	250	375
NA	H2	NA	NA	125	250	375
NA	W0	NA	NA	125	250	375
NA	W1	NA	NA	125	250	375
NA	W2	NA	NA	125	250	375
NA	W3	NA	NA	125	250	375
NA	W4	NA	NA	125	250	375

The "Year" (Year-1, Year-2 etc.) refers to the period of 12 calendar months. The "Year-1" will be period of 12 calendar months starting from the effective/commencement date of the settlement i.e. 1st April, 2014.

Payment of City Allowance from 1st April, 2019 onwards will be continued in the similar add-up (i.e. +125) till the time of the new wage settlement.

**4.10 Computation of Allowances:**

That for the purpose of calculating daily rate of Basic Wage, New Fixed Dearness Allowance,

House Rent Allowance, Conveyance Allowance, Medical Allowance, Education Allowance, Washing Allowance, Food Allowance, Chemical Allowance and City Allowance, the monthly quantum shall be divided by 30 and shall be paid at the rate so arrived at.

#### 4.11 Leave Travel Allowance:

That Leave Travel Allowance is revised at the following rates :

Pre-revised LTA (Rs./pa)	Revised Leave Travel Allowance (in Rs. per annum)	Grade	Year-1	Year-2	Year-3	Year-4	Year-5
756	H1	756	756	3156	3156	3156	
756	H2	756	756	3156	3156	3156	
756	W0	756	756	3156	3156	3156	
1440	W1	1440	1440	3840	3840	3840	
1560	W2	1560	1560	3960	3960	3960	
1860	W3	1860	1860	4260	4260	4260	
2110	W4	2110	2110	4510	4510	4510	

The "Year" (Year-1, Year-2 etc.) refers to the period of 12 calendar months. The "Year-1" will be period of 12 calendar months starting from the effective/commencement date of the settlement i.e. 1st April, 2014.

#### LTA Conditions:

- For getting the benefit of LTA a minimum of 3 days Privilege Leave is required to be availed.
- Claim for LTA must be submitted in the prescribed form of the company. The amount of LTA will be paid only after availing of sanctioned Privilege Leave of not less than 3 days (exclusive of Holidays). LTA amount for the financial year can be claimed only once during the said financial year.
- LTA could be availed in the same year or it can be accumulated for maximum of one more year.
- LTA is exempted (only for domestic travel) twice in a block of 4 calendar years as per the income tax provisions. There are predetermined blocks of 4 calendar years as prescribed in the Income Tax Act.
- The date of admissibility of leave is considered for admissibility in the particular block of the calendar years.
- It will be the responsibility of the workmen to satisfy the taxation authorities if they are directed to show that the amount drawn has been actually expensed on leave travel.

#### 4.12 Indirect Benefits:

- 4.12.1 The entitlement of all allowances (including Basic & Dearness Allowance) shall be based on attendance.
- 4.12.2 When the employee is on leave without pay, he will not be entitled to any allowances whatsoever for the entire period of such leave.
- 4.12.3 Leave without pay shall not be counted as "service" for the purpose of calculation of any benefit (including statutory benefit) such as gratuity etc or for the purpose of any benefit as per company's scheme etc. which is linked to completed years of service.
- 4.12.4 That except for Dearness Allowance, none of the allowances as contained in Chapter 4 of this settlement shall be reckoned for the purpose of any indirect benefits such as Provident Fund, Gratuity, or any other indirect/incidental payments.

#### 4.13 Contingent Allowances & Other Benefits:

- 4.13.1 Shift Allowance & 3rd Shift Food Allowance:

That with effect from the date of signing of this Settlement, the existing rates of Shift Allowance applicable to 2nd and 3rd shift are revised w.e.f. 1st April, 2016, whereas the 3rd shift food allowance will remain unchanged, which are reproduced as follows :

##### • 2nd Shift, Shift Allowance:

Existing	Revised – w.e.f. 1st April, 2016
Rs.7.50 per shift worked (for full day attendance)	Rs.15/- per shift worked (for full day attendance).
	This amount will be disbursed monthly along with the wages.

##### • 3rd Shift, Shift Allowance:

Existing	Revised – w.e.f. 1st April, 2016
Rs.10 per shift worked (for full day attendance)	Rs. 20/- per shift worked (for full day attendance).
	This amount will be disbursed monthly along with the wages.

- **3rd Shift, Food Allowance:** Rs.60/- per shift worked (for full day attendance) which is the existing practice will continue. This amount will be disbursed monthly along with the wages.

#### 4.13.2 Uniforms:

All permanent workmen will be issued 2 sets of uniforms (cotton) once in two years, in normal areas. In case of coating and mixing sections where uniform gets soiled, one more set may be issued. Workmen shall be obliged to wear the uniform provided to them. Uniforms will be issued in the month of Feb.

#### 4.13.3 Safety Shoes, Socks and Napkins :

All permanent workmen will be issued 1 pair of safety shoes once in two years, 2 pairs of socks every year and 1 pair of Napkin every year, in normal areas. Workmen shall be obliged to wear the safety shoes and socks provided to them in the interest of their own safety.

#### 4.13.4 Loans:

The company will grant loans to permanent employees as per its policy for which the qualifying service for consideration of an application will be 5 years service excluding training period and the amount of loan will be equivalent to accrued gratuity payment. The rate of interest shall be 7% p.a. The purpose for which loan can be availed are – purchase of vehicle, furniture, house repairs and urgent medical expenses.

#### 4.13.5 Statutory Bonus (under the Payment of Bonus Act, 1965):

All permanent workmen shall be paid Statutory Bonus as per the provisions of the Payment of Bonus Act, 1965. However, the present practice of paying Bonus @20% will be continued. Depending on the company's financial position the management may disburse bonus at the time of Ganesh Chaturthi.

#### 4.13.6 Maternity Benefit (For permanent [Women] Workmen):

Those permanent workmen (women) who are covered under ESIS shall be eligible for maternity benefit as per the provisions and conditions stipulated under Employees' State Insurance Act, 1948.

Whereas, those permanent workmen (women) who go out of the coverable limit of ESIS on account of their wages exceeding the amount specified in the Employees' State Insurance Act shall be entitled to the benefits as per the Maternity Benefit Act, 1961 provided they comply with the eligibility criteria as mentioned in the Maternity Benefit Act, 1961.

## Chapter 5

### Leaves and Holidays

#### 5.1 Privilege Leave:

That the existing Scheme of Privilege Leave applicable to the permanent workmen will remain in force during the period of this Settlement which is reproduced below.

5.1.1 Privilege Leave with wages will be continued to be governed by the provisions of the Factories Act, 1948.

5.1.2 All workmen will be entitled to privilege leave in a year as per the provisions of the Factories Act, 1948.

5.1.3 Sanctioning of privilege leave shall depend on the exigencies of the establishment and the discretion of the Officer in-charge of the department where the workmen is employed.

5.1.4 A workman who desires to obtain leave of absence shall apply in writing to the Manager or any officer appointed for the purpose by the Manager. Such application for leave shall be made at least 15 days before the date from which leave is to commence, except in urgent cases or unforeseen circumstances when it is not possible to do so. In such cases, the workman should send an intimation to the Manager on the first day of his absence explaining the reason of such sudden absence. The Manager or any officer employed in this behalf shall issue order on such application and in cases of an urgent nature immediately. If the leave asked for is granted a leave pass showing the date from which the workman will have to resume duty shall be issued to the workman. Where leave is refused or postponed the cause of such refusal or postponement and the reason therefore shall be recorded in writing in a register to be maintained for the purpose and if the workman so desires a copy of such entry in the register shall be supplied to him.

5.1.5 The leave calculation will be in full working days i.e. leave available above half day will be rounded-off to full day and the leave below half will be ignored.

5.1.6 The privilege leave can be accumulated for a period of 90 days. Leave balance above 90 days will be forfeited.

5.1.7 The benefit of Privilege Leave Encashment during service period is not applicable. The workman will be entitled to encash his PL accumulated to his credit at the time of leaving the services of the company

5.1.8 As a very special case and without setting any precedent for the future, it has been mutually agreed between the parties, that those permanent workmen who have accumulated privilege leave in excess of 90 days as on date of signing of this settlement, the number of leaves in excess of 90 days shall be kept in abeyance and credited to the workman's PL account as and when the accumulation of his privilege leaves falls below 90.

## 5.2 Casual Leave:

That the existing Scheme of Casual Leave applicable to the permanent workmen will remain in force during the period of this Settlement which is reproduced below.

5.2.1 All the permanent workmen shall be entitled for casual leave at the rate of 9 days in a year.

5.2.2 The casual leave can be accumulated for a period of 2 years.

5.2.3 Casual leave cannot be taken for more than 3 days at a time.

5.2.4 Weekly offs /Holidays will be considered as casual leave if it is prefixed and suffixed to weekly offs /holidays.

## 5.3 Sick Leave:

With effect from 1st April, 2016, the benefit of Sick Leave will be provided to all permanent workmen as per the following terms and conditions.

5.3.1 That the permanent workmen covered under the Employees' State Insurance Act, 1948 and its Scheme (ESIS) rules, shall be granted 3 days Sick Leave in a calendar year on full wages.

5.3.2 That the permanent workmen who are not covered under the Employees' State Insurance Act, 1948 and its Scheme (ESIS) rules, and also those who will cease to be covered in future, shall be granted 6 days Sick Leave in a calendar year on full wages.

5.3.3 That the Sick Leave for more than 1 day, shall be granted only on production of a medical certificate from a panel doctor in case of the permanent workmen covered under the ESI Act and on production of a medical certificate from a registered medical practitioner in case of the permanent workmen not covered under the ESI Act.

5.3.4 That the Sick Leave shall be allowed to be accumulated upto 20 days in case of workmen not covered under the ESI Act and 16 days in case of workmen covered under the ESI Act.

5.3.5 That the Sick Leave in excess of the accumulation limit, if any, shall lapse, on 1st January of the subsequent year.

5.3.6 That intervening holidays shall be treated as part of Sick Leave.

5.3.7 That Sick Leave shall not be allowed to be encashed.

## 5.4 Paid Holidays:

The existing practice of granting 9 (nine) National/Festival Holidays will continue as at present.

## Chapter 6

### Other Matters

## 6.1 Shift Timings:

6.1.1 With immediate effect the shift timings will be as under:

Shift	Timings	Breaks**	Net Time Available to Work
1	2	3	4
General Shift	8.30 a.m to 5.00 p.m.	(2 Tea breaks 10 min each & 1 lunch break 30 min) 50 min	460 minutes
First Shift	8.15 a.m to 4.30 p.m.	(2 Tea breaks 10 min each & 1 lunch break 30 min) 50 min	445 minutes



1	2	3	4
Second Shift	4.15 p.m. to 12.30 a.m.	(2 Tea breaks & 1 dinner break 30 min) 10 min each 50 min	445 minutes
Third Shift	12.15 a.m. to 8.30 a.m.	(2 Tea breaks & 1 Snacks break 30 min) 10 min each 50 min	445 minutes

\*\* Breaks mentioned above may be given on staggered basis for administrative and continuous process reasons.

#### 6.1.2 Shift in Printing Section :

The management reserves the right to start 2nd and 3rd shift in Label department by giving 21 days of notice of change as and when required.

### 6.2 Punctuality:

6.2.1 That the workmen will be at their working place and will start work immediately on commencement of the shift and immediately after lunch break/rest interval which has been notified.

6.2.2 That the workmen shall remain at their workplace and stop work only after the signal for lunch break/rest interval has been given and will not stop working till the shift time is signaled as over.

### 6.3 Late Coming:

It is expected that all workmen will report for duty on time. However, late coming upto 10 minutes for maximum 3 occasions in a month may be allowed. If any workman exceeds 3 late comings in a month then he will be warned and if necessary strict disciplinary actions shall be taken and deductions in wages will be made.

### 6.4 Working Days:

The permanent workmen at the unit will continue to work six days a week from Monday to Saturday, and Sunday will be the weekly-off day.

### 6.5 Compensatory Working:

6.5.1 It is agreed that if on any particular day any industrial disturbance in the Industrial Estate or surrounding areas is anticipated, in the interest of safety and to avoid inconvenience to employees that day will be treated as holiday and compensated

by working on any Sunday/holiday as mutually agreed, and no overtime or extra wages or compensatory off will be given for such working.

6.5.2 It is agreed that workmen may be occasionally required to work on Sunday (which is designated weekly off day at present), in particular to handle exceptional workloads and they will be compensated by giving a substitute

paid compensatory off within next 3 days of such working. However no overtime or extra wages whatsoever will be paid for such working.

### 6.6 Flexibility & Mobility:

6.6.1 That the permanent workmen shall be mobile/flexible within the division in all the areas of operations and services as and when required, without any additional remuneration.

6.6.2 That the permanent workmen shall be mobile/flexible within or between the Divisions/Units/Work sections/Departments areas in the following circumstances.

- i) Discontinuation of certain activities/operations.
- ii) Fluctuations in product demands/product mix.
- iii) Non availability/shortage of raw material, components sub-assemblies.
- iv) Absenteeism.
- v) Breakdown in Machinery.
- vi) Power Failure.
- vii) Any other reason beyond the control of management, such as natural calamity, flood, fire, obsolesce of technology, earthquake, recession etc.

In case workmen do not have knowledge of the job required to be done on flexibility/mobility, the required training will be given by the Management. The focus will be on avoiding loss of production in any area of operations.

### 6.7 On the Job Training:

The management aims to continuously upgrade the skill set of its workmen by providing them with opportunities such as multi skilling, job rotations etc. The union shall support the management in such endeavors through initiatives such as educating the workmen

about production targets, process and workflow bottlenecks and shall also develop means to eliminate or mitigate any issues that hinder the achievement of such targets.

In this context, where any workman has to be assigned to a new process, operation, machine or other work he shall be provided training for a duration of 7 days. During such period the workmen are expected to diligently learn the process, machine, operation or such other work as per the required and specified standards of productivity, quality and safety. In case of any absence the duration of the training period shall be adjusted accordingly.

However, after the completion of such training the workmen will be expected to maintain the required norms of CGPS and such other standards as may be specified by the company. Any further requests for formal training shall not be made by the workmen nor will they be entertained by the company but requisite guidance will be continued to be provided by the supervisor.

#### **6.8 Absenteeism:**

It is agreed by and between both the parties that they shall strictly avoid unauthorized absenteeism or leave without pay, to maintain discipline in the organisation. Habitual absence or unauthorized absence without justified and satisfactory reasons shall attract disciplinary action.

#### **6.9 Housekeeping:**

6.9.1 That the workmen shall always keep their work place and surroundings clean and neat.

6.9.2 That if required, workmen will actively help in keeping the working premises and the area around the working premises clean and tidy.

6.9.3 Observe total prohibition of smoking, chewing of tobacco, gutka etc. & spitting on shop floor, in toilets, washing places, canteen etc.

6.9.4 Take care of all tools, hand tools, measuring instruments & protect it from misuse, manhandling, damages, loss, misplacement etc.

6.9.5 In the extreme case if it is found that a concerned workman is negligent & careless, company may recover the cost of such items appropriately.

6.9.6 That the workmen shall clean the workplace, machines, instruments etc. at the shift end without fail.

#### **6.10 Multi – Machine Operations:**

That the workmen shall operate more than one machine based on the cycle time as defined under CGPS. However the total work content will not exceed 445 minutes and hence no multi-machine allowance will be paid for operating more than one machine.

#### **6.11 Mobile Phones – Restricted on Shop floor:**

Use of Mobile phones on the shop floor is restricted in view of Safety and discipline requirements.

The workmen shall be required to deposit all electronic items including but not limited to mobile phones, tablets, smart devices etc. at the time of entering the factory before the commencement of their shift.

#### **6.12 Continuous Process:**

Machines like Coating, Label Leader, Doming, Talyo etc. are required to be run/operated continuously. As such workmen working on these machines will ensure that machines are not stopped for any lunch/dinner breaks and workmen will have their lunch/dinner in staggered manner. This is done in order to avoid unnecessary wastage of material/fuel/ /electricity. Similarly, where machines are manned by one workman such workman will remain at his post until his scheduled reliever etc. arrives to take over or the management is able to make other arrangement.

#### **6.13 Productivity and Discipline:**

In order to achieve higher production and productivity both the parties i.e. the Management and Union Representatives agree to work together to ensure the following :

6.13.1 Jointly promote industrial peace and harmony.

6.13.2 Introduction of better work practices, work discipline and work culture.

6.13.3 Adhere to quality objectives and standards fixed for achieving total quality.

6.13.4 Optimum utilization of all resources including manpower resources.

6.13.5 Efficient handling of raw materials.

- 6.13.6 Reduction of waste. Each section/department will mutually identify areas of wasteful practices and expenditure, reducing costs such as waste management, less scrap generation etc.
- 6.13.7 Optimize capacity utilization of shop floor machines and plants by resolving all disputes by mutual dialogues.
- 6.13.8 Removing unauthorized absenteeism and indiscipline at work places.
- 6.13.9 Encourage innovative work practices, redeployment of workmen, multi skilled development and job rotation.
- 6.13.10 Inculcate consciousness for improving the quality of work, product and service.
- 6.13.11 Both Management and Union are committed to create a healthy and safe working environment.
- The Union/Workmen also agree:
- 6.13.12 Not to resort to line stop or go slow or any other industrial action on the shop floor, for any reason whatsoever.
- 6.13.13 To make full use of productive working time. There shall be no idling, loitering after commencement of shifts, during working hours, before and after breaks and there shall be no early shut down.
- 6.13.14 Not to resort to any form of direct industrial action on the shop floor/office including 'gherao' of Management staff for any reason whatsoever.
- 6.13.15 To maintain strict discipline and co-operate with the Management in implementing the provisions of the Company's Certified Standing Orders.
- 6.13.16 All the issues between the parties will be sorted out through discussions. In the event of parties not coming to a common understanding, parties will follow only constitutional/legal means.

#### 6.14 Adherence to Standing Orders:

The existing certified Standing Order No. CL/2/S.O/7/92/9394 issued by the Dy. Labour Commissioner and certifying officer vide Order No. CL/2/S.O/7/92 dated 4-12-1992 will continue to be followed.

However, the union/workmen agree that they shall accept and give consent to any modification to the certified standing orders as

proposed by the company in future and which will be mutually discussed between the management and union/workmen representatives. Further the union/workmen shall extend their support and co-ordination at every stage of the modification process, and getting the modified standing orders certified.

#### 6.15 Promotion:

It is agreed by both the parties as follows:

- 6.15.1 Promotions in the workmen category will be strictly vacancy based and it is not necessary that the promotion process will take place every year, it will be at the discretion of the Management.
- 6.15.2 Promotion from one grade to another grade will be based on seniority and merit.
- 6.15.3 The following aspects shall be taken into consideration for determination of merit:
- A) Actual output as per CGPS norms in the existing Grade.
  - B) Ability to give output as per CGPS norms in the next Grade.
  - C) Flexibility and Mobility.
  - D) Qualification suitable for the job.
  - E) Length of service/experience in the grade.
  - F) Dependability.

The following points may also be considered along with above.

- (i) Behavior and conduct during the eligibility period.
  - (ii) Any advice/written communication issued to him during eligibility period.
  - (iii) Any disciplinary action against him during eligibility period.
- 6.15.4 Seniority Criteria – Those workmen who have completed 5 (Five) years in the current grade will be eligible to undergo the assessment process for promotion to the next higher grade.
- 6.15.5 The cut-off for consideration of 5 (Five) years period shall be 1st April. Hence the promotion shall be limited to only one batch per year, i.e. in the month of April.
- 6.15.6 The assessment process may include oral/written exams, trade/practical tests and interviews etc.

- 6.15.7 The Management reserves the right to revoke/alter above criterias or implement altogether fresh set of grade – to – grade specifications at the time of the actual promotion process and Union/Workmen will have no say in the same.

#### 6.16 Retirement Age:

It is agreed by and between the parties that the age of retirement of permanent workmen shall be at 58 years. For this purpose, the date of birth as recorded with the company on the basis of their declaration in the employment application form shall be treated as authentic. Any change on this account in future, shall not be accepted.

### Chapter 7

#### Crompton Greaves Production System (CGPS)

- 7.1 That all the permanent workmen will work based on Pre-determined Motion Time Study (PMTS), cycle time, whether they are working individually or in groups or cells and give commensurate daily work content of 445 minutes per workman, in each operation, as contemplated by CGPS norms which are attached as Annexure.
- 7.2 That any improvement in process, modification in machines, layout changes and automation will necessitate changes in cycle time and/or work content and the same will be implemented immediately by revising measurements based on PMTS within 6 days. The management will also involve union/workmen representatives in such study/restudy and revisions.
- 7.3 Whilst arriving at the CGPS work content/norms to be performed by an individual/group/cells, the below mentioned procedure will be followed :
- (i) Validation of the elements/process,
  - (ii) If necessary, re-validation considering the observations of the workmen working in that area,
  - (iii) In exceptional cases only, further re-validation by a third party/outsider.
  - (iv) In very special cases if found necessary, sample demonstration for cycle time as per CGPS.
- 7.4 To maintain and improve the competitiveness of the Company on a continued basis, it is agreed that the work content or the norms arrived as per the clause no 7.1 and 7.2 will be maintained at 133% of the work content/CGPS norms and the workmen will strive to achieve higher levels of productivity in order to improve the profitability of the company.
- Any problems that will come during the implementation, will be sorted out through discussions without losing the focus of meeting the targets. Whilst implementing the improved norms, due consideration will be given to process/machine constraints.
- 7.5 That it is agreed that the production output shall all the times be in line with the improved work content and will not be reduced for any reason, other than:
- Problems in Machinery.
  - Non-availability of material.
  - Inadequate manpower.
  - Any other reason not attributed to the workmen.
- 7.6 That the achievements of CGPS and improved work content or norms on a continuous basis as decided as per Clause 7.1, 7.2 or 7.4 above will be the basis for the workmen's entitlement of wages. In the event of workmen failing to give output as per CGPS or improved norms as mentioned above, the Management shall deduct their wages and shall also be entitled to take such other actions as per the provisions of the Standing Orders applicable to them. Management will provide all information/data necessary for implementation.
- 7.7 That it is agreed that due to continuous changes in economic environment, some of the activities/operations in Departments may become uneconomical, and may require modifications/alterations/discontinuations/out-sourcing. Such decisions as necessary for business will be the Management prerogative.
- 7.8 That it is agreed by the parties that the workmen will put in their best efforts to eliminate wasteful practices, conserve material and improve quality and workmanship, which will result in cost reduction and avoidance of waste or scrap. Also they will keep records of day-to-day work being done by them, by entering into the register/any other automated/electronic provision made by the Management for the purpose.
- 7.9 All workmen shall continue to co-operate from time to time for the implementation of new/revised CGPS norms.



**Chapter 8****GENERAL**

8.1 It is agreed between the parties that the management shall deduct following two amounts from the amount paid to the workers who are the beneficiaries of this settlement:

- (i) An amount of Rs. 8000/- (Eight Thousand only) towards the lump sum amount for 4 CODs settlement (i.e. Charters of Demands dated 21-03-2002, 22-02-2005, 31-03-2008, 29-03-2011 which are pending in reference before Industrial Tribunal on the date of signing of settlement) from the second installment of the lumpsum amount and shall pay the same either by Demand Draft or Cheque in favour of CG-PPI Kundaim Employees Union" within fifteen days i.e. by 15-08-2016.
- (ii) And further, an amount of Rs. 8,000/- (Eight Thousand only) from the arrears accrued from the present settlement effective from 01-04-2014, and shall pay the same either by Demand Draft or Cheque in favour of CG-PPI Kundaim Employees Union" within fifteen days i.e. by 22-04-2016.

Further, it is also agreed between the parties, that the Management shall deduct an amount of Rs.100/- (One Hundred only) from the April, August and December wages, every year, towards the union annual fees for all the permanent workers who are the members of CG-PPI Kundaim Employees Union as on 1st April, 1st August and 1st December of that year, and the same shall be paid to the union either by Demand Draft of Cheque in favour of CG-PPI Kundaim Employees Union".

8.2 The parties agree, that on signing this new settlement (composite settlement) all the issues pertaining to all the Union CODs from 2002 onwards (i.e. Charters of Demands dated 21-03-2002, 22-02-2005, 31-03-2008, 29-03-2011 and 16-04-2014) and related (including the dispute of 8 days wages deducted in the year 2007 from March-07) stand resolved amicably and Union/Workmen shall not have any claim or right to agitate the matters or issues raised in their charters before any Court, Tribunal or other judicial or quasi-judicial forum/authority. This settlement is to be viewed and taken as a package deal in full and final settlement of all the demands contained in the said CODs and also subsequently raised by the Union and the workmen/union/company will have no right to

accept one part and reject the other. The Union/Workmen have also agreed that they give their consent to withdraw the special civil suit (No. 2/2015/A) related to the aforesaid deduction of 8 days wages which is pending before Civil Judge, Senior Division, Ponda, Goa, and the union/workmen will provide all the necessary support to the Management for withdrawal of this suit as well as any other civil/labour/any other legal suit or industrial dispute under any labour law act pending in any court or before any judicial, government/labour authority.

- 8.3 The Union/Workmen agree that all other demands raised in the Union CODs from 2002 onwards which are not specifically dealt herein and to the extent not agreed either fully or partly in this settlement are deemed to have been discussed and dropped. During the tenure of this settlement it is agreed by Union/Workmen that they will not raise any demands or raise any issues/industrial disputes either individually or collectively in respect of any matters covered under the settlement or any demand or request which will have any financial implication or otherwise on the Company either directly or indirectly.
- 8.4 All the permanent workmen will perform incidental work related to their jobs/activities. Workmen will help each other whenever required and no work will stop/get delayed for want of helpers.
- 8.5 All the permanent workmen, as part of their regular activities will do Quality Assurance checks and maintain record of such checks.
- 8.6 Whenever the Company will introduce practices such as Statistical Process Control, Total Productive Maintenance, or relating to Productivity, Quality, Information Technology, Safety and Business Excellence drives as initiated by Management from time to time. etc., concerned workmen will maintain the necessary records to make the system successful.
- 8.7 All payments arising out of this Settlement shall be covered by the applicable provisions of the Income Tax Act and the Rules framed there under, and responsibility of producing the required proof wherever necessary will be that of concerned workman.
- 8.8 Joint Application: Both the parties have agreed to file Joint Applications along with a copy of this Settlement before the Industrial Tribunal in the 4 pending references (i.e. Ref. No. IT-23/05, Ref. No. IT-11/08, Ref. No. IT-49/12, and

Ref. No. IT-58/12) related to the aforesaid Charters of Demands bringing to the notice of the Hon'ble Tribunal the signing of the present settlement which covers the dispute in the aforesaid pending references with an appeal to dispose of these pending references by passing Award/Awards in terms of the present settlement. The joint applications shall be filed at the earliest from the date of signing of this settlement and in any case on or before the next date of court proceedings in the matter. Notwithstanding the above, the parties agree that the subject matter of dispute in the aforesaid pending references have been settled fully, finally and irrevocably.

IN WITNESS WHEREOF the parties have set and subscribed their respective hands to the original and copies of this Memorandum of Settlement, on this 18th day of February 2016, at Goa, in presence of the Assistant Labour Commissioner & Conciliation Officer, Ponda, Government of Goa, and also in the presence of the Witnesses.

7. The above settlement terms are signed by the Party I workmen, Shri Gervacio Gracias (President, CG-PPI Kundaim Employees Union), Shri Pandurang Gaude (Vice President, CG-PPI Kundaim Employees Union), Ghanshyam Gaude (General Secretary, CG-PPI Kundaim Employees Union) and Shri Yeshwant Naik (Treasurer, CG-PPI Kundaim Employees Union) represented by advocate Shri Shiroadkar so also by Party II employer, Shri Murlidhar N. Nikam (Chief Executive Officer) Shri Shanshiranjan Kumar (Head- HR- India & SEAP Crompton Greaves Ltd.) Shri Sadanand M. Fadte (Finance Head CG-PPI Adhesive Products Limited) and Mangesh Valve (ACM- Human Resources Crompton Greaves Ltd.) and their advocate Shri P. J. Kamat in the presence of Shri V. Pai Bhatikar, Assistant Labour Commissioner & Conciliation Officer, Ponda Goa dated 18-02-2016.

8. I have gone through the records of the case and the settlement terms filed as above. I am convinced that the above settlement terms are in the interest of Party I workmen, and the Management and hence the same are accepted. In view of above, I pass the following:

#### ORDER

1. The reference at the instance of Party I workmen, stands disposed of in view of above settlement terms filed by the Party I Union and Party II.

2. No order as to costs.
3. Inform the Government accordingly.

Sd/-  
(Vincent D'Silva)  
Presiding Officer  
Industrial Tribunal-cum-  
Labour Court, Panaji.

Inspectorate of Factories & Boilers

#### Order

No. 1/88/ADM-IFB/2016/919

Read:- Memorandum No. 2/05(Part)/ADM-IFB/  
/ 2015/631 dated 11-05-2016.

On the recommendation of the Goa Public Service Commission as conveyed vide letter No. COM/I/5/19(1)/2015/20 dated 25-04-2016 and upon acceptance of the Offer of Appointment issued vide above cited Memorandum, Government is pleased to appoint Shri Sanjay Ratnakar Naik to the post of Inspector of Factories (Group "B" Gazetted) in the Inspectorate of Factories and Boilers, Altinho, Panaji, Goa in the Pay Band PB—2 Rs. 9,300-34,800+Grade Pay of Rs. 4,600/- from the date of joining the post on the terms and conditions contained in the Memorandum cited above.

- 1) He shall be entitled to all other allowances as admissible under the rules.
- 2) The above candidate shall be on probation for a period of two years from the date of his joining.
- 3) The above candidate has been medically examined and declared fit by the Medical Board.
- 4) The appointment of above candidate is subject to verification of character and antecedents. In case of any adverse remarks noticed by the Government on verification of character and antecedents his service will be terminated.

5) The expenditure towards pay and allowances of above candidate shall be debited to the Budget Head 2230—Labour and Employment, 01—Labour, 102—Working condition and Safety, 02—Strengthening of Factory and Boiler Inspectorate, 01—Salaries (Plan).

By order and in the name of the Governor of Goa.

Vivek P. Marathe, Chief Inspector & ex officio  
Jt. Secretary (Factories & Boilers).

Panaji, 7th June, 2016.

## Department of Public Grievances

Directorate of Public Grievances

## Notification

No. 1/22/2013-14/DPG/GPGRAMS/III/1(5)

In exercise of the powers conferred by sub-sections (1) and (2) of Section 4 and clause (b) of Section 2 of the Goa (Right of Citizens to Time-Bound Delivery of Public Services) Act, 2013 (Goa Act 19 of 2013) (hereinafter referred to as the "said Act") and in supersession of the Government Notification No. 1/22/2013-14/DPG/GPGRAMS/III/1(2) dated 08-04-2015, published in the Official Gazette, Series II No. 3 dated 16-04-2015, the Government of Goa hereby designates the officers as mentioned in column (3) of the Schedule below as designated officers and specifies the services as mentioned in column (2) of the Schedule below to be public services for the purposes of the said Act and further specifies the time limits as mentioned in column (4) of the Schedule below, within which the public services as specified in column (2) of the Schedule below shall be provided by the respective designated officers as mentioned in the corresponding entries in column (3) of the Schedule below and also specifies the authorities mentioned in column (5) of the Schedule below as Appellate Authorities in respect of the public services as specified in the corresponding entries in column (2) of the Schedule below:

## Schedule

Sr. No.	Public Service	Designated Officer	Time limit	Appellate Authority
(1)	(2)	(3)	(4)	(5)
<b>A-Directorate of Accounts</b>				
1	Submission of the service book a non-gazetted government employee to the Director of Accounts for determining qualifying service	Head of Office	On the employee completing eighteen years of service or on his being left with five years of service before the date of retirement, whichever is earlier	Head of the Department.
2	Determining qualifying service of a gazetted government employee	Dy. Director of Accounts (Gazetted Officers' Section)	On the employee completing eighteen years of service or on his being left with five years of service before the date of retirement, whichever is earlier	Director of Accounts.
3	Submission of the pension proposal to the Director of Accounts in case of retirement on superannuation of non-gazetted employees	Head of Office in which employee is working	Six months prior to the date of retirement on superannuation	Head of the Department of his respective office.
4	Submission of pension proposal to the Director of Accounts in case of retirement on superannuation of gazetted employees	Dy. Director of Accounts (Gazetted Officers' Section)	Six months prior to date of retirement on superannuation	Director of Accounts.

(1)	(2)	(3)	(4)	(5)
5	Authorization/Sanction of the pension, in case of retirement on superannuation of non-gazetted employees	Dy. Director of Accounts (Pension Section)	On the day of retirement on superannuation provided the proposal is submitted complete in all respects, by the Head of Office six months prior to retirement	Director of Accounts.
6	Authorization/Sanction of the pension in case of retirement on superannuation of gazetted employees	Dy. Director of Accounts (Pension Section)	On the day of retirement on superannuation provided the proposal is submitted complete in all respects, by the Dy. Director (Gazetted Section) six months prior to retirement	Director of Accounts.
7	Submission of pension proposal to the Director of Accounts in case of retirement of "Invalid Pension" (medical grounds or any other ground)	Head of Office in which the employee is working	One month from retirement	Head of Department of the respective office.
8	Authorization/Sanction of the pension proposal to the Director of Accounts in case of retirement of "Invalid Pension" (on medical grounds or on any other ground)	Dy. Director of Accounts	Within a two months from the date of receipt of the complete and conclusive pension papers and a clear service record	Director of Accounts.
9	Submission of pension proposal to the Director of Accounts in case of death of employee (Family Pension)	Head of Office in which employee was working	Within two months from the date of receipt of intimation along with death certificate in the said office	Head of Department of the respective office.
10	Authorization/Sanction of the Family Pension in case of death of the employee	Dy. Director of Accounts (Pension Division)	Within a period of two months from the date of receipt of complete and conclusive pension papers	Director of Accounts.
11	Final withdrawal of balance in the employees General Provident Fund, in case of retirement on superannuation	Dy. Director of Accounts (GPF Section)	One hundred and twenty days	Director of Accounts.
12	Final withdrawal of General Provident Fund in case of retirement on medical grounds or on any other ground	Dy. Director of Accounts	One hundred and fifty days	Director of Accounts.



(1)	(2)		(3)	(4)	(5)
13	Final withdrawal of General Provident Fund in case of death of employee		Dy. Director of Accounts	One hundred and fifty days	Director of Accounts.
<b>B—Directorate of Agriculture</b>					
14	Issue of Krishi card		Zonal Agriculture Officer	Thirty days	Director of Agriculture.
15	Support price/assured price of the following crops: Coconut Cashew Pulses Paddy Areca nut	Processing & disposal of the application	Zonal Agriculture Officer	Thirty days	Director of Agriculture.
		Sanctioned application and submission of the bill to the Director of Accounts	Dy. Director of Agriculture	Fifteen days	Director of Agriculture.
		Release of payment	Dy. Director of Accounts (Directorate of Accounts)	Fifteen days from the receipt of the bill	Director of Accounts.
16	Assistance for fencing	Processing and disposal of the application	Zonal Agriculture Officer	Thirty days	Director of Agriculture.
		Sanctioned application and submission of the bill to the Director of Accounts	Dy. Director of Agriculture	Fifteen days	Director of Agriculture.
		Release of payment	Dy. Director of Accounts (Directorate of Accounts)	Fifteen days from the receipt of the bill	Director of Accounts.
17	Incentive for mechanization up to three lakhs	Processing and disposing the application	Zonal Agriculture Office	Thirty days	Director of Agriculture.
		Sanctioned application and submission of the bill to the Director of Accounts	Dy. Director of Agriculture	Fifteen days	Director of Agriculture.
		Release of payment	Dy. Director of Accounts (Directorate of Accounts)	Fifteen days from receipt of the bill	Director of Accounts.
<b>C—Directorate of Animal Husbandry &amp; Veterinary Services</b>					
18	Kamdhenu (Sudharit Scheme)		Dy. Director of Animal Husbandry & Veterinary Services	Fifteen working days	Director of Animal Husbandry & Veterinary Services.

(1)	(2)		(3)	(4)	(5)
D-Department of Civil Supplies and Consumer Affairs					
19	Issue of a surrender certificate on transfer to another city or otherwise		Inspector of Civil Supplies	Same day	Mamlatdar for Dharbandora Taluka, Joint Mamlatdar-I for all other Talukas.
20	Issue of a new ration card where cancellation certificate and proof of residence is provided		Inspector of Civil Supplies	Three days	
21	Issue of new ration card where cancellation certificate and proof of residence is not provided	Forwarding the application to the Talathi	Inspector of Civil Supplies	One working day	
		Report to be submitted to Civil Supplies branch	Talathi of Saza	Three working days from the day the application is received	
		Decision on the application	Inspector of Civil Supplies	Three working days from the date of receipt of the Talathi's report	
22	Inclusion/Deletion of the name from the ration card		Inspector of Civil Supplies	Same day	
23	Issue of a duplicate ration card		Inspector of Civil Supplies	Same day	
24	Change of address in the ration card or change of the Fair Price shop		Inspector of Civil Supplies	Same day	
E-Department of Commercial Taxes					
25	Registration under Goa Value Added Tax Act, 2005 (Act 9 of 2005)		Commercial Tax Officer in charge	Three days	Asst. Commissioner of Commercial Taxes in charge.
26	Renewal of registration under Goa Value Added Tax Act, 2005 (Act 9 of 2005)		Commercial Tax Officer in charge	Three days after the certificate of clearance of outstanding dues is issued	Asst. Commissioner of Commercial Taxes in charge.
27	Registration under Central Sales Tax Act, 1956		Commercial Tax Officer in charge	Three days	Asst. Commissioner of Commercial Taxes in charge.
28	Renewal of registration under Central Sales Tax Act, 1956		Commercial Tax Officer in charge	Three days	Asst. Commissioner of Commercial Taxes in charge.
29	Registration under Goa Tax on Luxuries Act, 1988 (Act No. 17 of 1988)		Commercial Tax Officer in charge	Three days	Asst. Commissioner of Commercial Taxes in charge.
30	Renewal of registration under Goa Tax on Luxuries Act, 1988 (Act No. 17 of 1988)		Commercial Tax Officer in charge	Three days	Asst. Commissioner of Commercial Taxes in charge.

(1)	(2)	(3)	(4)	(5)
31	Registration under The Goa Tax on Entry of Goods (Amendment) Act, 2013 (Goa Act 5 of 2013) [16-5-2013]	Commercial Tax Officer in charge	Three days	Asst. Commissioner of Commercial Taxes in charge.
32	Renewal of Registration under The Goa Entertainment Tax Act, 1964 (No. 2 of 1964)	Commercial Tax Officer in charge	Three days	Asst. Commissioner of Commercial Taxes in charge.
33	Registration under Tax Deducted at Source	Commercial Tax Officer in charge	Three days	Asst. Commissioner of Commercial Taxes in charge.
34	Renewal of registration under Tax Deducted at Source	Commercial Tax Officer in charge	Three days	Asst. Commissioner of Commercial Taxes in charge.
<b>F-Education (School Education-Directorate of Education)</b>				
35	School Leaving Certificate	Head Master	Seven days	Dy. Director of Education.
36	Registration of coaching classes	Dy. Director of Education	Forty five days	Director of Education.
37	Renewal of registration of coaching classes	Dy. Director of Education	Fifteen days	Director of Education.
38	Permission to open a school	Director of Education	Forty five days	Secretary (Education).
39	Recognition of a school	Director of Education	Forty five days	Secretary (Education).
<b>G-Education (Goa Board of Secondary and Higher Secondary Education)</b>				
40	Re-evaluation of answer scripts	Assistant Secretary	Twenty two working days	Secretary, Goa Board of Secondary and Higher Secondary Education.
41	Verification of answer scripts	Assistant Secretary	Thirty working days	Secretary, Goa Board of Secondary and Higher Secondary Education.
42	Issue of a photo copy of the answer scripts	Assistant Secretary	Thirty five working days	Secretary, Goa Board of Secondary and Higher Secondary Education.
43	Issue of a duplicate Marks List	Assistant Secretary	Seven working days	Secretary, Goa Board of Secondary and Higher Secondary Education.

(1)	(2)	(3)	(4)	(5)
44	Issue of a duplicate Marks List (Tatkal)	Assistant Secretary	Same day *Tatkal facility is not available from March to June	Secretary, Goa Board of Secondary and Higher Secondary Education.
45	Issue of the Passing Certificate	Assistant Secretary	Seven working days	Secretary, Goa Board of Secondary and Higher Secondary Education.
46	Issue of Migration Certificate	Assistant Secretary	Six to eight working days	Secretary, Goa Board of Secondary and Higher Secondary Education.
47	Issue of Migration Certificate (Tatkal)	Assistant Secretary	Same day *Tatkal facility is extended depending upon the availability of the Secretary of the Board	Secretary, Goa Board of Secondary and Higher Secondary Education.
48	Verification of Mark Sheets	Assistant Secretary	Eighty-Ten working days	Secretary, Goa Board of Secondary and Higher Secondary Education.
49	Transcripts	Assistant Secretary	Seven-Eight working days	Secretary, Goa Board of Secondary and Higher Secondary Education
50	Rectification	Assistant Secretary	Seven-eight working days	Secretary, Goa Board of Secondary and Higher Secondary Education.
51	Recognition of subject	Joint Secretary	By 30 <sup>th</sup> September	Secretary, Goa Board of Secondary and Higher Secondary Education.
52	Renewal of Recognition	Joint Secretary	By 30 <sup>th</sup> September	Secretary, Goa Board of Secondary and Higher Secondary Education.
53	Additional subject recognition	Joint Secretary	By 30 <sup>th</sup> September	Secretary, Goa Board of Secondary and Higher Secondary Education.



(1)	(2)	(3)	(4)	(5)
54	Change of school name and management	Joint Secretary	By 30 <sup>th</sup> Sept.	Secretary, Goa Board of Secondary and Higher Secondary Education.
<b>H-Education (Higher Education)</b>				
55	Authentication	Under Secretary (Higher Education)	Fifteen working days	Director of Technical Education (DTE)/Ex-Officio Joint Secretary.
<b>I-Education (Technical Education)</b>				
56	Authentication	Asst. Secretary (Curriculum Development Cell)	Fifteen working days	Chairman of the Board of Technical Education & Director of Technical Education.
57	Issue of Mark sheets	Systems Analyst	Forty five working days from the date of declaration of results	Chairman of the Board of Technical Education & Director of Technical Education.
58	Issue of Diploma	Secretary, Board of Technical Education	Within three months after the completion of a six months period from the date of declaration of result	Chairman of the Board of Technical Education & Director of Technical Education.
59	Issue of Migration and Provisional Passing Certificate	Secretary, Board of Technical Education	Fifteen working days	Chairman of the Board of Technical Education & Director of Technical Education.
60	Issue of duplicate documents	Secretary, Board of Technical Education	Fifteen working days after receipt of application fees	Chairman of the Board of Technical Education & Director of Technical Education.
61	Verification of documents such as Diploma Certificates, Mark sheets	Asst. Secretary (CDC)	Fifteen working days	Chairman of the Board of Technical Education & Director of Technical Education.

(1)	(2)	(3)	(4)	(5)	
62	Verification of Marks	Asst. Secretary (Post Exam)	Fifteen working days from the last date for receipt of such applications	Chairman of the Board of Technical Education & Director of Technical Education.	
63	Issue of Photocopies/Verification in presence of answer books	Asst. Secretary (Post Exam)	Fifteen working days from the last date for receipt of such applications	Chairman of the Board of Technical Education & Director of Technical Education.	
64	Revaluation of answer books	Asst. Secretary (Post Exam)	Twenty five working days from the last date for receipt of such applications	Chairman of the Board of Technical Education & Director of Technical Education.	
65	Declaration of Board results on the website	Systems Analyst	Within one day of declaration of results	Chairman of the Board of Technical Education & Director of Technical Education.	
66	Issue of Eligibility Certificate	Asst. Secretary (Pre- Exam)	Five days from receipt of Equivalency certificate from the Goa Board of Secondary and Higher Secondary Education alongwith request application	Chairman of the Board of Technical Education & Director of Technical Education.	
<b>J–Electricity Department</b>					
67	Temporary/Permanent Service Connection for Domestic, Commercial, Agriculture		Assistant Engineer	Fifteen days	Superintending Engineer.
68	Temporary/ /Permanent Service Connection for Industries	Submission of proposal for load approval	Executive Engineer	Ten days	Superintending Engineer.
		Decision on Load approval	Chief Electrical Engineer	Ten days	Secretary (Power).
		Approval of estimates	Executive Engineer/ /Superintending Engineer/Chief Electrical Engineer	Ten days	Superintending Engineer.
		Releasing of connection after execution of work	Executive Engineer	Ten days	Superintending Engineer.

(1)	(2)		(3)	(4)	(5)
69	Meter Testing	Removing of Meter and sending to MRT laboratory	Assistant Engineer	Five days	Superintending Engineer.
		Testing of the Meter	Assistant Engineer-MRT	Five days	Superintending Engineer.
		Re-installing a meter	Assistant Engineer	Five days	Superintending Engineer.
70	Shifting of Electric poles	Submission of the proposal to the Superintending Engineer for approval after inspection is done	Executive Engineer	Ten days	Chief Electrical Engineer.
		Decision on the submitted proposal	Superintending Engineer	Five days	
		Conveying of intimation to deposit supervision charges	Executive Engineer	Three days	
		Submission of proposal to the Superintending Engineer for approval after inspection is done	Executive Engineer	Ten days	
<b>K—Directorate of Food and Drugs Administration</b>					
71	Grant of Drugs Retail Licence		Dy. Director of Food and Drugs Administration	Thirty days	Director of Food and Drugs Administration.
72	Grant of Goods Manufacturing Practices Certificate		Dy. Director of Food and Drugs Administration	Seven days	Director of Food and Drugs Administration.
73	Grant of No Conviction Certificate		Dy. Director of Food and Drugs Administration	Seven days	Director of Food and Drugs Administration.
74	Grant of Free Sales Certificate		Dy. Director of Food and Drugs Administration	Seven days	Director of Food and Drugs Administration.
75	Grant of Production & Sales Verification Certificate		Dy. Director of Food and Drugs Administration	Fourteen days	Director of Food and Drugs Administration.
76	Food Licence involving inspection of premises		Designated Officer	Sixty days	Director of Food and Drugs Administration.

(1)	(2)	(3)	(4)	(5)	
77	Food Licence not involving inspection premises	Designated Officer	Thirty days	Director of Food and Drugs Administration.	
78	Registration Certificate for food premises not involving inspection	Regulatory Authority	Seven days	Director of Food and Drugs Administration.	
79	Registration Certificate for food premises involving inspection	Regulatory Authority	Thirty days	Director of Food and Drugs Administration.	
80	Registration certificate for temporary premises	Regulatory Authority	Three days	Director of Food and Drugs Administration.	
<b>L-Labour &amp; Employment</b>					
81	Issue of Registration/Renewal Certificate/License under the Contract Labour (R & A) Act, 1970 and the rules thereunder	Dy. Labour Commissioner	Fifteen working days	Labour Commissioner.	
82	Issue of Registration/Renewal Certificate/License under the Inter State Migrant Workmen (Regulation of Employment & Conditions of Service) Act, 1975 and the rules thereunder	Dy. Labour Commissioner	Fifteen working days	Labour Commissioner.	
83	Issue of Registration/Renewal Certificate under Goa Daman and Diu Shops and Establishment Act, 1973 and the rules thereunder	Labour Inspector	Seven working days	Labour Commissioner.	
84	Issue of Registration/Renewal Certificate/License under Motor Transport Workers Act, 1961 and the rules thereunder	Chief Inspector i.e. Commissioner of Labour	Seven working days	Secretary (Labour).	
85	Registration for Employment	Employment Officer	On same day	Labour Commissioner.	
86	Renewal for Employment	Employment Officer	On same day	Labour Commissioner.	
<b>M-Institute of Nursing Education</b>					
87	Providing Transcript to student	Principal	Fifteen days	Director of Health Services.	
88	Certificate of Training	Principal	The next day after the result	Director of Health Services.	
<b>N-Directorate of Panchayats</b>					
89	Issue of Construction Licence, Permission for repair, Licence for hotel/shop/eating	Submission of application/file before the Panchayat Meeting	Village Panchayat Secretary	Fifteen days	Block Development Officer.
		Decision on the application	Sarpanch	Fifteen days	Block Development Officer.



(1)	(2)		(3)	(4)	(5)
	house/trade/ factory, Occupancy Certificate, No objection Certificate for bar/liquor shop	Execution of the decision	Village Panchayat Secretary	Ten days	Block Development Officer.
90	Issue of Income Certificate		Village Panchayat Secretary	Three days	Block Development Officer.
91	Issue of No Dues Certificate		Village Panchayat Secretary	Three days	Block Development Officer.
92	Issue of Residence Certificate		Village Panchayat Secretary	Three days	Block Development Officer.
O–Public Works Department					
93	Water connection		Assistant Engineer	Thirty days	Executive Engineer.
94	Sewerage connection		Assistant Engineer	Thirty days	Executive Engineer.
P–Revenue Department					
95	Issue of Form I & XIV		Mamlatdar	Two days	Dy. Collector & Sub-Divisional Officer.
96	Issue of Residence Certificate		Mamlatdar of Taluka	Five days	Dy. Collector & Sub-Divisional Officer.
97	Issue of Divergence Certificate		Mamlatdar of Taluka	Five days	Dy. Collector & Sub-Divisional Officer.
98	Issue of Income Certificate for Mediclaime		Mamlatdar of Taluka	One day	Dy. Collector & Sub-Divisional Officer.
99	Issue of Caste Certificate		Dy. Collector & Sub-Divisional Officer	Ten days	Additional Collector –II.
100	Issue of Notice for Mutation in Form- X		Mamlatdar of Taluka	Fifteen days from the payment of fees	Dy. Collector & Sub-Divisional Officer.
101	Mutation u/s 96 of the Land Revenue Code in Land Records (where there is no objection)		Mamlatdar of Taluka	Thirty days from the last day fixed for filling of objections	Dy. Collector & Sub-Divisional Officer.
102	Mutation u/s 96 of Land Revenue Code in Land Records (where there are objections)		Mamlatdar of Taluka	Ninety days from the last day of filling of objections	Dy. Collector & Sub-Divisional Officer.

(1)	(2)		(3)	(4)	(5)
103	Partition u/s 62 of Land Revenue Code, in Land Records	Issue of notice and proclamation	Dy. Collector & Sub-Divisional Officer	Fifteen days	Additional Collector –II.
		Issue of order for survey (where there is no objection)	Dy. Collector & Sub-Divisional Officer	Within ten days after the period of thirty days of proclamation in Form 'B' over	Additional Collector –II.
		Survey of property	Inspector of Survey and Land Records	Thirty working days from the receipt of order	Superintendent of Land Records.
		Passing the partition order (if there are no objections)	Dy. Collector & Sub-Divisional Officer	Fifteen days from the day the report is received	Additional Collector –II
104	Conversion of Land u/s 32 of the Land Revenue Code	Scrutiny and forwarding the application to the Town Planning/ Forest/ Mamlatdar for report	Collector/Dy. Collector & Sub-Divisional Officer	Five days	Secretary (Revenue).
		Submission of report by the Mamlatdar	Mamlatdar of Taluka	Twenty days	Dy. Collector.
		Submission of report by Town & Country Planning Department	Town Planner	Twenty days	Senior Town Planner.
		Submission of report by Forest Department	Dy. Conservator of Forests	Twenty days	Chief Conservator of Forests.
		Forwarding of papers to Survey Department where part of survey number is to be converted	Collector/Dy. Collector & Sub-Divisional Officer	Within five days of receipt of the report	Secretary (Revenue).
		Submission of survey report by Land Survey Department	Inspector of Land Survey	Twenty days from the date of receipt of the order	Superintendent of Land Records.
		Decision on application	Collector/Dy. Collector & Sub-Divisional Officer	Within ten days of receipt of the survey report	Secretary (Revenue).
		Issue of Sanad	Collector/Dy. Collector & Sub-Divisional Officer	Three days from date of payment	Secretary (Revenue)

(1)	(2)		(3)	(4)	(5)
105	Refund under the Court Fees Act		Collector	Ten days	Secretary (Revenue).
106	Refund under the Indian Stamps Act		Collector	Ten days	Secretary (Revenue).
107	Adjudication of Documents		Additional District Magistrate	Three days	Additional Secretary (Home).
108	Gratuitous relief under natural calamity	Proposal to be forwarded to the Collector with recommendation	Mamlatdar of Taluka	Five days	Collector.
		Decision	Collector	Five days	Secretary (Revenue).
		Disbursement of relief, if approved	Dy. Director of Accounts	Five days	Director of Accounts.
109	Issue of Matriz Certificates		Mamlatdar of Taluka	Three days	Collector.
110	Issue of Dependents' Certificate		Mamlatdar of Taluka	Five days	Collector.
111	Issue of Solvency Certificate	Up to Rs. 1,00,000 (Rupees one lakh)	Mamlatdar of Taluka	Ten days	Collector.
		More than Rs. 1,00,000 (Rupees one lakh) and less than Rs. 5,00,000 (Rupees five lakhs)	Dy. Collector & Sub-Divisional Officer	Fifteen days	Collector.
		More than Rs. 5,00,000 (Rupees five lakhs)	Collector	Fifteen days	Secretary (Revenue).
112	Issue of Domicile Certificate		Collector	Five days	Secretary (Revenue).
113	Issue of Sound permission	Forwarding to the Police for report	Sub-Divisional Magistrate/ Additional District Magistrate	Same day	Collector.
		Report to the Sub-Divisional Magistrate/ Additional District Magistrate	Police Inspector	Two days	Superintendent of Police.

(1)	(2)		(3)	(4)	(5)
		Decision on the application	Sub-Divisional Magistrate/Additional District Magistrate	Two days	Collector.
114	Issue of certified copy of survey plan		Draftsmen Grade-I	Three days	Director (Settlement & Land Records).
115	Issue of New Arms License/ Transfer of Arms License	Forwarding the application to the Police	District Magistrate	Three days	Secretary (Home).
		Report to the District Magistrate	Incharge of the Police Station	Thirty days	Superintendent of Police.
		Decision on the application	District Magistrate	Thirty days	Secretary (Home).
116	Renewal of Arms License	Forwarding the application to the Police	District Magistrate	Three days	Secretary (Home).
		Report to District Magistrate	In charge of the Police Station	Thirty days	Superintendent of Police.
		Decision on the application	District Magistrate	Fifteen days	Secretary (Home).
117	Character Verification	Forwarding of papers to the Police	District Magistrate	Three days	Secretary (Home).
		Report to District Magistrate	Superintendent of Police (Crime)	Fifteen days	Inspector General of Police.
		Decision of the District Magistrate	District Magistrate	Ten days	Secretary (Home).
Q-Department of Rural Development					
118	Indira Awas Yojana	Submission of the proposal to the Block Development Officer	Village Panchayat Secretary	Seven days from the day of Gram Sabha resolution	Block Development Officer.
		Submission of the proposal to the District Rural Development Agency of jurisdiction	Block Development Officer	Seven days	Project Director of jurisdiction.
		Decision on the application	Project Officer, District Rural Development Agency	Seven days	Project Director.
119	Indira Awas Yojana- 2 <sup>nd</sup> Installment	Submission of the proposal to the Block Development Officer	Village Panchayat Secretary	Five days	Block Development Officer.

(1)		(2)	(3)	(4)	(5)
		Submission of the proposal to the District Rural Development Agency	Block Development Officer	Ten days	Project Director.
		Releasing the 2 <sup>nd</sup> installment	Project Officer, District Rural Development Agency	Seven days	Project Director.
120	National Family Benefit Scheme	Submission of the proposal to the Block Development Officer	Village Panchayat Secretary	Seven days from the date of Gram Sabha resolution	Block Development Officer.
		Decision on the application and disbursement of the amount	Block Development Officer	Seven days	Project Director.
121	Gas connection under GGUY	Submission of the proposal to the Block Development Officer	Village Panchayat Secretary	Seven days from the date of Gram Sabha resolution	Block Development Officer.
		Submission of the proposal to the District Rural Development Agency	Block Development Officer	Seven days	Project Director, District Rural Development Agency.
		Decision on the application	Project Officer, District Rural Development Agency	Seven days from receipt of confirmation of the Know Your Customer (KYC) details	Project Director, District Rural Development Agency.
122	Preparation of a Job Card under the Mahatma Gandhi National Rural Employment Guarantee Act	Submission of the proposal to Block Development Officer	Village Panchayat Secretary	Four days	Block Development Officer.
		Submission of the proposal to District Rural Development Agency	Block Development Officer	Two days	Project Director.
		Printing of the Job Card	Project Officer	Two days	Project Director.
		Issue of the Job Card	Block Development Officer	Two days	Project Director.
		Delivery of the Job Card to the beneficiary	Village Panchayat Secretary	Two days	Block Development Officer.



(1)	(2)	(3)	(4)	(5)
<b>R-Department of Social Welfare</b>				
123	Pre-Metric Scholarship (SC)/OBC	Assistant Director (SC/OBC)	Ten days	Director of Social Welfare.
124	Kanya Dhan (SC)	Assistant Director (SC/OBC)	Seven days	Director of Social Welfare.
125	Grant of financial assistance for performance of funeral and religious ceremonies related to last rites of a person of the Dhangar Community under "Antya Sanskar Sahay Yojana"	Assistant Director (WDA)	Five days	Director of Social Welfare.
126	Home Nursing (SC)	Assistant Director (SC/OBC)	Ten days	Director of Social Welfare.
127	Settlement of claim for 50% subsidy to the disabled for diesel/petrol used for their motorized vehicles	Assistant Director (WDA)	Seven days	Director of Social Welfare.
128	Inter Caste Marriage Award	Assistant Director (SC/OBC)	Seven days	Director of Social Welfare.
129	Marriage with Disabled (Award)	Assistant Director (WDA)	Seven days	Director of Social Welfare.
130	Merit Based Award (Dhangar)	Assistant Director (WDA)	Seven days	Director of Social Welfare.
131	Post Metric Scholarships (SC/OBC)	Director of Social Welfare	Thirty days	Secretary (Social Welfare).
132	Gagan Bharari Shiksha Yojana (Dhangar)	Director of Social Welfare	Thirty days	Secretary (Social Welfare).
133	Financial assistance to children of widows/orphan child (Dhangar)	Assistant Director (WDA)	Five days	Director of Social Welfare.
134	Book Bank scheme (SC/OBC)	Assistant Director of Social Welfare	Ten days	Director of Social Welfare.
135	Bachpan- Financial assistance to orphans	Assistant Director (WDA)	Five days	Director of Social Welfare.
136	Issue of identity cards to senior citizens	Assistant Director (SD)	Ten days	Director of Social Welfare
137	Issue of identity cards to the differently abled persons	Assistant Director (WDA)	Ten days	Director of Social Welfare
138	Issue of scholarships to disabled persons	Assistant Director (WDA)	Ten days	Director of Social Welfare.
139	Pre-Metric scholarships to children of those engaged in unclean occupations	Assistant Director (SD)	Ten days	Director of Social Welfare.

(1)	(2)		(3)	(4)	(5)
140	Financial assistance to self help groups		Assistant Director (SD)	Fifteen days	Director of Social Welfare.
141	Financial assistance to kiosks		Assistant Director (SD)	Ten days	Director of Social Welfare.
142	Rajiv Awaas Yojna		Assistant Director (SD)	Ten days	Director of Social Welfare.
143	Stipend to the disabled		Assistant Director (WDA)	Ten days	Director of Social Welfare.
<b>S–State Registrar &amp; Notary Service</b>					
144	Registration of a partnership firm under Indian Partnership Act, 1932		Civil Registrar/ Registrar of Firms	Seven days from the date of receipt of the application	District Registrar.
145	Returning of documents after registration under Indian Partnership Act, 1932		Civil Registrar/ Registrar of Firms	Third day from the date of registration	District Registrar.
146	Copy of marriage record for the first time under Codigo de Registo Civil in case of civil marriage (definitive)		Civil Registrar	On the day of final marriage registration	District Registrar.
147	Copy of marriage record on first time under Codigo de Registo Civil in case of provisional marriage		Civil Registrar	Next day after it becomes definitive	District Registrar.
148	Copy of marriage record on first time under Codigo de Registo Civil in case of canonical marriage		Civil Registrar	Next day after receipt of the church marriage records	District Registrar.
149	Endorsement of name (Change of name of a Hindu bride)		Civil Registrar	Two days	District Registrar.
150	Correction of Marriage Record	Submission of proposal to the District Registrar	Civil Registrar	Seven days	District Registrar.
		Submission of proposal to the State Registrar	District Registrar	Seven days	State Registrar.
		Decision on the proposal	State Registrar	Fifteen days	Inspector General of Registration/ /Law Secretary.
151	Registration of documents under the Indian Registration Act, 1908		Sub-Registrar	Same day	District Registrar.
152	Returning of documents after registration	a) When the system is computerized	Sub-Registrar	Three days	District Registrar.
		b) When records are still being done manually (not computerized)	Sub-Registrar	Seven days	District Registrar.

(1)	(2)		(3)	(4)	(5)
153	Issue of certified copies of documents under Indian Registration Act, 1908	a) When the system is computerized	Sub-Registrar	Three days	District Registrar.
		b)When records are still being done manually (not computerized)	Sub-Registrar	Seven days	District Registrar.
154	Submission of intimation to the Mamlatdar of the Taluka under Rule 15 of the Goa, Daman and Diu Land Revenue (Record of Rights and Register of Cultivators) Rules, 1969 for documents registered in the preceding month		Civil Registrar	By the seventh day of each month	District Registrar.
155	Change of name or surname under the Goa Change of Name and Surname Act, 1990		Civil Registrar	One day after the notice period is over if there are no objections received	District Registrar.
156	Nil Encumbrance Certificate	Where records are computerized	Sub-Registrar	Three days	District Registrar.
		Where records are not computerized	Sub-Registrar	Ten days	District Registrar.
157	Registration of a Society under the Societies Registration Act & issue of the registration certificate		District Registrar/ Inspector General of Societies	Seven days	State Registrar.
158	Issue of certified copies of registered documents other than as specified above		Civil Registrar	Seven days	District Registrar.
159	Registration of a will under the Notarial Act Decree No. 8373 of Notaries Laws		Civil Registrar/ Notary Ex-Officio	Seven days	District Registrar.
160	Registration of succession under the Notarial Act Decree No. 8373 of Notaries Laws		Civil Registrar/ Notary Ex-Officio	Seven days	District Registrar.
161	Registration of all other documents under the Notarial Act Decree No. 8373 of Notaries Laws		Civil Registrar/ Notary Ex-Officio	Seven days	District Registrar.
T-Town and Country Planning Department					
162	Recommendation on the application of conversion		Town Planner in charge of the Taluka	Twenty days	Chief Town Planner.

(1)	(2)	(3)	(4)	(5)
163	Technical clearances for Building/Development Plan	Town Planner in charge of the Taluka	*Thirty days	Chief Town Planner.
164	Zoning Information	Town Planner in charge of the Taluka/Member Secretary of Planning Development Authority	Ten days	Chief Town Planner.
165	Issue of Completion Certificate	Town Planner in charge of the Taluka/Member Secretary of the Planning and Development Authority	Fifteen days	Chief Town Planner.
166	Development permission under Section 44 of the Town and Country Planning Act	Member Secretary of Planning and Development Authority	*Thirty days	Chief Town Planner
167	No Objection Certificate under Section 49 (6) of the Town and Country Planning Act	Member Secretary of the Planning and Development Authority	Twenty days	Chief Town Planner.
168	Permission under 17 –A	Town Planner in charge of the Taluka	Thirty days	Chief Town Planner.
<b>U–Transport Department</b>				
169	Issue of learner's license	Asst. Director of Transport	Same day	Director of Transport.
170	Issue of temporary registration certificate	Asst. Director of Transport	Same day	Director of Transport.
171	Issue of fitness certificate	Asst. Director of Transport	Two days	Director of Transport.
172	Renewal of fitness certificate	Asst. Director of Transport	Same day	Director of Transport.
173	Issue of temporary permit	Asst. Director of Transport	Same day	Director of Transport.
174	Grant of special permit	Asst. Director of Transport	Two days	Director of Transport.
175	Cancellation of hypothecation/endorsement of hypothecation of vehicle	Asst. Director of Transport	Two days	Director of Transport.
176	Renewal of driving licence	Asst. Director of Transport	Same day	Director of Transport.

(1)	(2)	(3)	(4)	(5)
177	Addition to driving licence	Asst. Director of Transport	Added and issued on the same day of passing the test	Director of Transport.
178	Renewal of conductor's licence	Asst. Director of Transport	Same day	Director of Transport.
179	Transfer of ownership	Asst. Director of Transport	Seven days	Director of Transport.
180	Issue of the registration certificate	Asst. Director of Transport	Seven days	Director of Transport.
181	Grant of driving licence	Asst. Director of Transport	On the same day of passing the test	Director of Transport.
182	Issue of a duplicate driving licence	Asst. Director of Transport	Same day	Director of Transport.
183	Issue of a duplicate conductor's licence	Asst. Director of Transport	Same day	Director of Transport.
184	Issue of duplicate Registration Certificate (RC) book	Asst. Director of Transport	Same day	Director of Transport.
185	Issue of a conductor's badge (LPSA/PSVA)	Asst. Director of Transport	Same day	Director of Transport.
<b>V—Tribal Welfare</b>				
186	Merit Based Award	Director Tribal Welfare	Ninety days	Secretary, Tribal Welfare.
187	Home Nursing (ST)	Assistant Director Tribal Welfare	Ten days	Director, Tribal Welfare.
188	Pre-Metric Scholarship(ST)	Assistant Director Tribal Welfare	Ninety days	Director, Tribal Welfare.
189	Atal Asra Yojana (ST)	Director Tribal Welfare	Ninety days	Secretary, Tribal Welfare.
190	Mundkarche Ghar (ST)	Director Tribal Welfare	Ninety days	Secretary, Tribal Welfare.
191	Kanya Dhan (ST)	Director Tribal Welfare	Thirty days	Secretary, Tribal Welfare.
192	Antya Sanskar Yojna	Assistant Director Tribal Welfare	Ten days	Director, Tribal Welfare.
193	Post Metric Scholarship (ST)	Director Tribal Welfare	Ninety days	Secretary, Tribal Welfare.
194	Gagan Bharari Shiksha Yojana (ST)	Director Tribal Welfare	Ninety days	Secretary, Tribal Welfare.



(1)	(2)	(3)	(4)	(5)
195	Financial Assistance to Children of Widow/Orphan Child (ST)	Assistant Director Tribal Welfare	Ten days	Secretary, Tribal Welfare.
196	Book Bank Scheme (ST)	Assistant Director Tribal Welfare	Ten days	Secretary, Tribal Welfare.
197	Merit Based Award	Director Tribal Welfare	Ninety days	Secretary, Tribal Welfare.
<b>W-Water Resources Department</b>				
198	Permission for drawing water for irrigation from River/Nallah /Stream	Executive Engineer	Fifteen days	Chief Engineer.
199	Permission for water for irrigation	Executive Engineer	Fifteen days	Chief Engineer.
200	Grant of permission to transport water	Executive Engineer	Fifteen days	Chief Engineer.
201	Registration of existing wells	Ground Water Officer/Executive Engineer	Ten days	Chief Engineer.
202	Sinking of a well	Ground Water Officer/Executive Engineer	Twenty one days	Chief Engineer.
203	Subsidy for irrigation well scheme for agricultural crops/ horticultural/plantation crops	Chief Engineer	Twenty one days	Secretary (Water Resources Department).
204	Subsidy under rain water harvesting scheme	Chief Engineer	Twenty one days	Secretary (Water Resources Department).

## Notes:

- (1) In case the application in respect of any public service specified in column (2) of the above schedule is referred to the Government for approval or to the concerned authority for legal opinion/advice, the time consumed in such reference shall be excluded while reckoning the time limit specified in column (4) of the above Schedule.
- (2) Time limit as specified in column (4), in respect of the public service as specified in column (2) of the above schedule, shall commence from the date of submission of application thereof complete in all respects and with all the requisite supporting documents.

This notification shall come into force with immediate effect.

By order and in the name of the Governor of Goa.

*Shaila Bhosle*, Under Secretary (Public Grievances).

Panaji, 14th January, 2016.

## Department of Revenue

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Order

No. 3/8/2016-RD

The State Government directed the Secretary (Revenue) to conduct inquiry and submit report after an hearing to the Managing Committee of Shree Rudreshwar Devasthan, Harvalem, Bicholim Taluka in respect of the affairs of the said Devasthan in pursuance to order dated 13-4-2016 passed in Writ Petition No. 373/2016. Accordingly, the Secretary (Revenue) after affording opportunity of personal hearing to the Managing Committee of the said Devasthan, and the complainants and their respective lawyers, submitted his inquiry report dated 6-6-2016 to the Government.

The Government has considered all the major irregularities, violation of provisions of Devasthan Regulation by the said Managing Committee with respect to provision of Article 44 clauses (1), (3) & (4) as brought out in the said report.

Now, in exercise of powers conferred under Article 44 of the Devasthan Regulation, the State Government hereby orders to dissolve the existing Managing Committee of Shree Rudreshwar Devasthan, Harvalem, Bicholim Taluka and further directs that the Mamlatdar of Bicholim/ Administrator of Devasthan to act as per provision of Article 45 of the Devasthan Regulation.

By order and in the name of the Governor of Goa.

*Anju Kerkar*, Under Secretary (Revenue-II).

Porvorim, 13th June, 2016.

## Notification

No. 37/2/2014-RD

In exercise of the powers conferred by the proviso to sub-section (4) of Section 6 of the Goa Land Revenue Code, 1968 (Act No. 9 of 1969) (hereinafter referred to as the "said Code"), and all other powers enabling it in this behalf, the Government of Goa hereby directs the Additional Collector-III of the North Goa District and the Additional Collector-III of the South Goa District to exercise the powers and discharge the duties of the Collector under the provisions of Sections 30, 32, 33 and clause (b) of sub-section (1) and clause (a) of sub-section (2) of Section 188 of the said Code, within the limits of their respective jurisdictions.

This Notification shall come into force with immediate effect.

By order and in the name of the Governor of Goa.

*Anju S. Kerkar*, Under Secretary (Revenue-II).

Porvorim, 10th June, 2016.

—◆◆◆—  
Department of Tourism—  
Order

No.1/14(141)/2016-DT/624

In exercise of the powers conferred under sub-sections (1) and (2) of Section 5 of the Right to Information Act, 2005 (Central Act No. 22 of 2005) hereinafter referred to as the said Act and in modification of earlier orders in this regard, the following officers of the Department of Tourism are designated as First Appellate Authority, Public Information Officers & Assistant Information Officer at Headquarters, Panaji and North & South Goa District Office with immediate effect.

Sr. No.	Designation	Exercise under RTI Act, 2005
1.	Dy. Director of Tourism (Admn. II), Head Office, Panaji	First Appellate Authority, Department of Tourism.
2.	Dy. Director of Tourism, South Zone Office	Public Information Officer (South), South Zone Office, Margao.
3.	Dy. Director of Tourism, North Zone Office and Enforcement Cell, Head Office, Panaji	Public Information Officer, Head Office and North Zone Office, Panaji.
4.	Asstt. Tourist Officer (North)	Asstt. Public Information Officer, Head Office and North Zone Office, Panaji.
5.	Asstt. Tourist Officer (South)	Asstt. Public Information Officer (South), South Zone Office, Margao.

The designated officers shall exercise and perform the powers/functions laid down under the Right to Information Act, 2005 with immediate effect.

*Sanjeev C. G. Dessai*, Director & ex officio Joint Secretary (Tourism) (Public Authority).

Panaji, 6th June, 2016.

## Department of Urban Development

Directorate of Municipal Administration

### Notification

No. 10/671/2015-DMA/658

Panaji City is one of the 13 shortlisted Cities in Fast Track Mode of City Challenge under Smart Cities Mission of the Ministry of Urban Development, Government of India. As per para 10 of the Smart City Mission Guidelines, the selected Smart Cities are required to form a Special Purpose Vehicle (SPV) which will plan, appraise, approve, release funds etc., and evaluate the Smart City Development Projects. The SPV will be a Limited Company incorporated under the Companies Act, 2013 at City Level in which the State and the Urban Local Body will be the promoters having 50:50 equity share holding.

The Goa State Infrastructure Development Corporation (GSIDC) has been designated as the State Mission Directorate vide Government Notification No. 10/671/2015-DMA/3213 published dated 17th March, 2016 for management and implementation of the Smart City & AMRUT Missions in an efficient manner. The Nodal Officer (Smart City) has submitted proposals for according permission for incorporation of SPV under the name and style of Imagine Panaji Smart City Development Ltd. (subject to approval of Registrar of Companies) and also nomination of initial Directors and share holders of the Company as early as possible to incorporate and to operationalize the Smart City Project, as per the directives of Government of India.

Ministry of Urban Development, Government of India vide O.M. No. K-15016/157/2015-SC-I (Vol. II) dated 25-05-2016 has requested the Government to constitute a Special Purpose Vehicle for the Panaji Smart City immediately for operationalizing the Smart City project and to release necessary funds to the city for implementation of the Mission.

The aim of the Smart Cities Project is to drive economic growth and improve the quality of life of people by enabling local area development and harnessing technology especially technology that leads to Smart Outcomes. The approach adopted for realizing the aim is mission mode approach. The guidelines of Smart City Project stipulate creation of an SPV for timely implementation of the Panaji Smart City Project on Mission mode.

Government in view of the above, and after careful consideration of the proposal of Nodal Officer-Smart City Mission hereby constitute a Special Purpose Vehicle in the name and style of Imagine Panaji Smart City Development Ltd. with a Board of Directors (BoD), headed by a Non-Executive Chairman and 8 other Directors. The following officers are nominated as Directors on the Board of the Imagine Panaji Smart City Development Ltd.

The composition of the Board of Directors for the SPV is as under:-

- |   |                                  |
|---|----------------------------------|
| 1. Shri Sudhir Mahajan,<br>Secretary (Urban Development), Government of Goa                   | — Chairman.                      |
| 2. Shri Daulat Hawaldar,<br>Secretary (Finance),<br>Government of Goa                         | — Director.                      |
| 3. Shri Elvis Gomes,<br>Director/Addl. Secretary<br>(Urban Development),<br>Government of Goa | — Director.                      |
| 4. Shri Dipak Dessai,<br>Commissioner, Corporation<br>of the City of Panaji                   | — Director.                      |
| 5. Shri Uttam Parsekar,<br>Principal Chief Engineer,<br>PWD, Government of Goa                | — Director.                      |
| 6. Representative of GoI<br>(To be appointed by MoUD)   | — Director.                      |
| 7. Shri Arvind Ghatkar,<br>Managing Director, EDC   | — Director.                      |
| 8. Shri Swayandipta Pal<br>Chaudhuri, Executive<br>Director-(F), GSIDC                        | — Managing<br>Director &<br>CEO. |

The Special Purpose Vehicle is owned by the State Government and Corporation of the City of Panaji on 50:50 ratio and will be governed by a Board of Directors and is answerable to Government of Goa, Government of India and Corporation of the City of Panaji and all other stakeholders for effective and implementation of the Smart City Programme

of Panaji in a time bound manner as per the rules and guidelines issued by the Government of India and the State Government from time to time.

The Nodal Officer (Smart City) shall submit Memorandum of Association and the Articles of Association of the SPV prepared as per the guidelines issued by the Ministry of Urban Development, GOI, and in accordance with the Companies Act, 2013 for incorporation of an SPV.

The Nodal Officer (Smart City) shall take further necessary action in the matter.

By order and in the name of the Governor of Goa.

*Elvis P. Gomes*, Director & ex-officio Addl. Secretary (Municipal Administration/Urban Development).

Panaji, 9th June, 2016.

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Published and Printed by the Director, Printing & Stationery,  
Government Printing Press,  
Mahatma Gandhi Road, Panaji-Goa 403 001.

PRICE—Rs. 46.00

PRINTED AT THE GOVERNMENT PRINTING PRESS, PANAJI-GOA-74/350-6/2016.